

# Exhibit B

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
STATESVILLE DIVISION  
MDL DOCKET NO. 5:20-MD-2947-KDB-DSC**

**IN RE: LOWE’S COMPANIES, INC. )  
FAIR LABOR STANDARDS ACT )  
(FLSA) AND WAGE AND HOUR )  
LITIGATION )  
)  
)  
)  
**THIS DOCUMENT APPLIES TO: )  
All Cases )  
)****

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**DECLARATION OF KEVIN J. STOOPS, ESQ.**

After being duly sworn, I Kevin J. Stoops hereby state:

1. I make this declaration in support of Plaintiffs’ Unopposed Motion to Certify a Collective Action Under Section 216(b) of the FLSA Solely for Settlement Purposes; For Approval of an Opt-in Settlement; For Appointment of Settlement Administrator; And for Approval of Awards of Attorneys’ Fees and Costs and Service Awards (hereinafter, “Plaintiffs’ Motion”).

**A. Practice Background**

2. I am the lead attorney for the Named Plaintiffs and Settlement Class Members in this action and I am personally familiar with, and have personal knowledge of, the files and records of this case.

3. I received my JD degree, *magna cum laude*, from the Thomas M. Cooley Law School in May 2004. I have practiced law in the State of Michigan. In addition to Michigan, I am licensed to practice law in the State of California. Other admissions to practice include the following courts: United States Supreme Court; Sixth Circuit Court of Appeals; U.S. District Court for the Eastern District of Michigan; U.S. District Court for the Western District of Michigan; U.S. District Court for the District of Colorado; U.S. District Court for the Northern District of

Alabama. I have appeared *pro hac vice* in numerous U.S. District Courts across the country including, but not limited to, the following: U.S. District Court, Northern District of California; U.S. District Court, Middle District of Florida; U.S. District Court, Southern District of Florida; U.S. District Court, Middle District of Georgia; U.S. District Court, Western District of Kentucky; U.S. District Court, District of Nevada; U.S. District Court, Western District of New York; U.S. District Court, Eastern District of North Carolina; U.S. District Court, Western District of North Carolina; U.S. District Court, Northern District of Ohio; U.S. District Court, Western District of Texas; U.S. District Court, Western District of Virginia; and U.S. District Court, Western District of Washington.

4. I am a Senior Shareholder in the law firm of Sommers Schwartz, P.C. in Southfield, Michigan, and have worked for the firm since 2003. I have served on the Firm's Board of Directors since 2012.

5. Founded over 40 years ago, Sommers Schwartz is one of the preeminent contingent fee law firms in the Midwest, if not the country. The firm's primary practice areas include: employment litigation; commercial litigation; class action litigation; medical malpractice litigation and personal injury litigation. The firm has been lead counsel and/or held positions of substantial responsibility on steering committees in lawsuits concerning antitrust violations, mass torts, defective products, dangerous drugs, wage and hour violations, and numerous other types of cases against large corporations. The firm's shareholders are experienced trial attorneys, with active cases pending in both state and federal courts throughout the country.

6. Since obtaining my law license in 2004 I have litigated actions spanning the following practice areas: employment law (including discrimination, breach of contract, whistleblower's law, and public policy claims); commercial litigation; and intellectual property

(including complex trade secret, patent and trademark matters). Representative cases from these practice areas include the following:

- July 2018: \$800,000 arbitration judgment in connection with minority shareholder claims (Detroit, Michigan).
- December 2017: \$482,500 settlement in connection with breach of contract claims asserted by class of truck drivers (Macomb County Circuit Court, Michigan)
- November 2014: \$450,000 settlement in connection with ADA, FMLA, and breach of contract claims asserted by terminated middle school principal (U.S. District Court for Western District of Michigan).
- May 2012: \$1,100,000 settlement. Served as lead counsel in a complex commercial litigation case that involved claims (including breach of contract, fraud, and violation of the Michigan Sales Representative Commission Act) by my clients against a former joint venture partner. (U.S. District Court for Western District of Michigan).
- February 2012: \$2.5 Million settlement. Along with my partner, Andrew Kochanowski, assisted client in obtaining a \$2.5 Million settlement in a complex business litigation dispute involving joint venture contract and trademark infringement claims. (U.S. District Court for the District of Colorado).
- June 2011: \$800,000 settlement. Served as lead counsel in a complex litigation arbitration pending in Chicago, Illinois, that involved claims of oppression, breach of contract and breach of fiduciary duty by a former shareholder against a multi-million dollar business involved in the medical insurance industry.
- January 2011: \$367,000 settlement. Successfully obtained a \$367,000 settlement for the conservator of a minor child in a complex probate litigation matter involving claims of conversion and breach of fiduciary duty against the personal representatives of decedent's estate. (Kalamazoo County Circuit Court, Michigan).
- July 2010: *Holbrook et al v GenTek, Inc.* 2010 WL 2697126. Obtained summary judgment in favor of four clients, former executives in the automotive industry, on claim that the former employer breached their executive bonus agreement. (U.S. District Court for the Eastern District of Michigan).
- March 2009: \$3.1 Million Breach of Contract Verdict. Along with partner Andrew Kochanowski, obtained a breach of contract and patent infringement verdict for the Michigan inventor of an aluminum baseball bat safety testing machine.(U.S. District Court for the Western District of Michigan).
- April 2006: \$2.4 million Employment Discrimination Verdict. Along with partner Joe Golden, obtained Title VII and Elliot-Larsen national origin discrimination verdict for a

public school teacher in the U.S. District Court for the Eastern District of Michigan. (U.S. District Court for the Eastern District of Michigan).

7. Since 2014, I have served as a member of the firm's national wage & hour litigation practice, which currently consists of eight attorneys and five staff members. Most, if not all, of my time is devoted to challenging illegal wage and hour practices on behalf of current and former employees. Representative cases from my wage and hour practice include the following:

- *McCroskey v. Tate & Lyle Ingredients Americas, LLC* – Lead Counsel in connection with \$3,900,000 settlement of approximately 1,600 Process Operators and Process Technicians who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and various state laws (District Court for the Northern District of Illinois).
- *Gabel v. Carenet Infomedia Group, Inc.* – Lead Counsel in connection with a \$618,750 settlement of 764 Tele-Nurses who alleged off-the-clock work related to booting up and shutting down their computer systems in violation of the Fair Labor Standards Act and several state wage and hour laws.
- *Chetwood v. T-Mobile* – Lead Counsel in connection with \$2,000,000 settlement of over 6,000 call center customer service representatives who alleged off-the-clock work related to booting up and shutting down their computer systems in violation of the Fair Labor Standards Act and several state wage and hour laws (District Court for the Western District of Washington).
- *Smith v. Kaiser Foundation Hospitals* – Lead Counsel in connection with \$1,475,000 settlement of approximately 474 hourly Telemedicine Specialists, Customer Support Specialists and Wellness Specialists who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and California state law (District Court for the Southern District of California).
- *Marston v. Ashland Specialty Ingredients* – Lead Counsel in connection with \$3,900,000 settlement of over 800 chemical operators who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and various state laws (District Court for the Northern District of Ohio).
- *Clark v. Bank of America N.A.* – Lead Counsel in connection with \$1,755,000 settlement of over 1,400 call center customer service representatives who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions of Nevada state law (District Court for the District of Nevada).
- *Bell v. CoWorx Staffing Services, LLC, et al.* – Lead Counsel in connection with \$850,00 settlement of over 3,600 call center customer service representatives who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and Pennsylvania and Arizona state law (District Court for the Eastern District of Pennsylvania).

- *Banks v. Kaiser Foundation Health Plan, Inc.* – Lead Counsel in connection with \$1,650,000 settlement of approximately 1,200 call center customer service representatives who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and California state law. (District Court for the Central District of California).
- *Lopez v. Stamps.com, Inc.* – Lead Counsel in connection with \$687,594 settlement of over 250 call center customer service representatives who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and California state law (District Court for the Central District of California).
- *Purnell v. Clearview Centers, LLC* – Lead Counsel in connection with \$447,000 settlement of 125 counselors who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and California state law. (District Court for the Central District of California).
- *Adams v. Sitel* – Lead Counsel in connection with \$1,200,000 settlement of over 10,000 at home customer service representatives who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and various state laws. (District Court for the Middle District of North Carolina).
- *Shaulis v. Falcon Subsidiary, LLC d/b/a AxisPoint Health* – Lead Counsel in connection with \$595,000 settlement of over 450 Telehealth Nurses Telephone (handling patient telephone calls) who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and state law. (District Court for the District of Colorado).
- *Wolf v. The Permanente Medical Group* – Lead Counsel in connection with \$2,950,000 settlement of over 1,700 Telephone Service Representatives (handling patient telephone calls) who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and California state law. (District Court for the Northern District of California).
- *Brown v. The Permanente Medical Group* – Lead Counsel in connection with \$6,255,000 settlement of over 1,300 Advice Nurses (handling patient telephone calls) who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions and California state law. (District Court for the Northern District of California).
- *Atkinson v. Teletech* – Co-Lead/Class Counsel in connection with \$3,500,000 settlement on behalf of over 20,000 home-based customer service agents (call center workers) who claimed their employer unlawfully withheld compensation in violation of the Fair Labor Standards Act's wage and hour provisions. (District Court for the Southern District of Ohio).
- *Matthews v. Convergys* – Co-Lead/Class Counsel in connection with \$4,500,000 settlement in nationwide wage and hour class action involving more than 20,000 at-home call center

employees who alleged they were not paid for their pre-shift computer login and boot-up time and for time spent working “off-the-clock” while experiencing system downtime. (U.S. District Court for the Western District of North Carolina).

- *Matthews v. Cloud 10* – Lead/Class Counsel in connection with \$1,100,000 settlement in nationwide wage and hour class action involving more than 1,000 at-home call center employees who alleged they were not paid for their pre-shift computer login and boot-up time and for time spent working “off-the-clock” while experiencing system downtime. (U.S. District Court for the Western District of North Carolina).
- *Tarrant v. Sutherland* – Lead/Class Counsel in connection with \$1,075,000 settlement in nationwide wage and hour class action involving more than 7,000 at-home call center employees who alleged they were not paid for their pre-shift computer login and boot-up time and for time spent working “off-the-clock” while experiencing system downtime. (U.S. District Court for the Western District of New York).
- *Hall v. Higher One, Inc. et al* – Lead/Class Counsel in connection with \$964,637 settlement in nationwide wage and hour class action involving approximately 2,000 at-home call center employees who alleged they were not paid for rest breaks and their pre-shift computer login and boot-up time and for time spent working “off-the-clock” while experiencing system downtime. (U.S. District Court for the Eastern District of North Carolina).
- *Padan v. West* – Co-Lead/Class Counsel in nationwide wage and hour class action involving more than 5,000 opt-in brick-and-mortar call center employees alleging unpaid off-the-clock time. (U.S. District Court for the District of Nevada).
- *Gaffers v. Kelly Services* -- Lead/Class Counsel in nationwide wage and hour class action involving more than 8,000 at-home call center employees alleging unpaid off-the-clock time. (U.S. District Court for the Eastern District of Michigan).
- *Ross v. Jack Rabbit, Services* – Co-Lead/Class Counsel in nationwide wage and hour class action involving more than 1,000 roadside assistance drivers alleging that the employer failed to pay them minimum wage and overtime after improperly classifying them as independent contractors. (U.S. District Court for the Western District of Kentucky).
- *Jones v. Coliseum* – Co-Lead/Class Counsel in wage and hour action involving 20 individual plaintiffs alleging that the employer failed to pay them minimum wage and overtime after improperly classifying them as independent contractors. (U.S. District Court for the Eastern District of Michigan).

8. I have been a member of numerous legal organizations throughout my career and have served in leadership roles in multiple legal organizations including serving as a Board Member for the Detroit Metropolitan Bar Association (2011-2013), and serving as a Board

Member for the Litigation Section of the Michigan State Bar (2011-2015). I currently serve as a Hearing Panel Member the State Bar of Michigan's Attorney Discipline Board and as a Case Evaluator for the Oakland County Circuit Court.

9. Sommers Schwartz, P.C. serves as Lead Plaintiffs' Counsel in this case, filed on behalf of current and former non-exempt hourly employees of Defendant's Lowe's Companies, Inc., and Lowe's Home Centers, LLC (hereinafter "Lowe's"), who: 1) performed opening and closing duties without compensation<sup>1</sup>; 2) performed loss prevention exterior perimeter sweeps before and after their shifts and during their meal periods without compensation,<sup>2</sup> and 3) engaged in off-the-clock smartphone communications without compensation.

10. I, along with my partner Jason Thompson (*see* Thompson Declaration at Exhibit B), have been involved in this litigation from the outset and have been responsible for coordinating and directing the efforts of all attorneys who performed services on behalf of Plaintiffs and the putative collective/classes since this case was commenced.

**B. Background of the Litigation**

11. The genesis of this litigation was the filing of *Danford, et al., v. Lowe's Companies, Inc., Lowe's Home Centers, LLC*, Civ. No. 5:19-CV-00041-KDB-DCK, on April 11, 2019 (hereinafter "*Danford*"). The *Danford* action alleged that Lowe's failed to pay certain hourly managers for the following off-the-clock work: (1) Loss Prevention Managers (hereinafter "LP

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<sup>1</sup> The employees who performed opening and closing duties include the following job titles: Back-End Department Supervisor; Front-End Department Supervisor; Night Ops Department Supervisor; Department Supervisor Hourly; Sales Floor Department Supervisor; Service Manager; Support Manager; and Temporary Service Manager. This group of employees will be referred to herein as SSMs (Service and Support Managers).

<sup>2</sup> Hourly Managers that performed loss prevention exterior perimeter sweeps include the following job titles: Asset Protection & Safety Manager; Department Manager Store LP & Safety; Department Manager Loss Prevention & Safety; LP & Safety Managers. This group of employees will be referred to herein as LP Managers (Loss Prevention Managers).

Managers”) performing exterior perimeter checks of the stores; (2) Service and Support Managers and Department Supervisors (hereinafter “SSM/DSs”) performing store opening and closing duties, as well as other perimeter checks before and after meal breaks and midday shifts; and (3) reading and responding to work-related smartphone communications during non-work hours.

12. The *Danford* action asserted the following claims:

- Count I: Violation of FLSA, 29 U.S.C. § 201, *et seq.* Failure to Pay Overtime Wages (Collective Action under the Fair Labor Standards Act)
- Count II: Violations of North Carolina Wage and Hour Act N.C.G.S. §§ 95-25.1, *et seq.*
- Count III: Breach of Contract
- Count IV: Unjust Enrichment

(*Danford* ECF No. 1).<sup>3</sup>

13. Prior to the filing of the *Danford* action, Plaintiffs’ Counsel conducted a thorough investigation into the merits of the Named Plaintiffs’ allegations. Plaintiffs’ Counsel obtained and reviewed documents from the Named Plaintiffs (Messrs. Danford and Houtman), including pay records, corporate documents, and documents relating to the Named Plaintiffs’ job duties. Plaintiffs’ Counsel also conducted multiple in-depth interviews of the Named Plaintiffs.

14. In June 2019, Plaintiffs’ Counsel filed a comprehensive Pre-Discovery Motion for FLSA Conditional Certification, along with a detailed Notice of the lawsuit. (*Danford* ECF No. 20).

15. Thereafter, Lowe’s filed multiple motions, including: an Emergency Motion to Expedite Discovery and Stay Briefing on the conditional certification motion (*Danford* ECF No. 21); a Motion to Compel Arbitration of the claims of one of the then Named Plaintiffs, Harry

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<sup>3</sup> The subsequent First Amended Complaint also included California state-law claims, which were dismissed when Harry Houtman, an early opt-in Plaintiff who worked in California, was dismissed due to an arbitration agreement. *See Danford* ECF No. 40.

Houtman (*Danford* ECF No. 22); and a Partial Motion to Dismiss. (*Danford* ECF No. 28).

16. On July 3, 2019 Lowe's filed an Answer to Plaintiffs' Complaint denying all allegations of wrongdoing and liability and asserting 34 affirmative defenses. (*Danford* ECF No. 31).

17. Next, Lowe's filed several supplemental briefs and declarations challenging the factual allegations and legal basis for Plaintiffs' motion for conditional certification. (*Danford* ECF No. 43 and 44).

18. On September 19, 2019 the Court held oral argument on Plaintiffs' Motion for Conditional Certification.

19. The next day the parties commenced written and oral discovery including the deposition of Named Plaintiff Danford.

20. On October 2, 2019 the Court entered an Order granting Plaintiffs' motion for conditional certification. (*Danford* ECF No. 50).

21. On November 6, 2019, with the assistance of professional notice administrator Simpluris, Inc., Plaintiffs issued conditional FLSA notice to 47,942 putative collective members.

22. The FLSA conditional notice opt-in period closed on January 24, 2020.

23. In total, approximately 3,900 individuals (8.1%) submitted opt-in consent forms to join the FLSA collective. Approximately 1,570 of the original 3,900 opt-ins were subsequently dismissed due to arbitration agreements, untimely claims, and failing to respond to discovery.

**C. The MDL**

24. On January 15, 2020 the Court held a status conference to discuss proposed amendments to the Pretrial Order and Case Management Plan. (*Danford* ECF No. 153). During the status conference, Plaintiffs' Counsel informed the Court and Lowe's that they intended to

seek to amend their Complaint to add various wage and hour claims arising under the law of multiple states across the country.

25. Lowe's objected to Plaintiffs' Counsel's proposed amendment. Consequently, during March and April 2020 Plaintiffs' Counsel initiated separate Rule 23 wage and hour actions in various federal courts asserting wage and hour claims arising under the laws of the following states: Arizona, Arkansas, Colorado, Connecticut, Illinois, Kentucky, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, Ohio, South Carolina, Washington, and West Virginia, as well as a similar state-court action in Pennsylvania, which Lowe's removed to federal court.

26. Contemporaneous with Plaintiffs' Counsel's filing of the Rule 23 state law wage and hour actions, Lowe's hired a new law firm, Gibson, Dunn & Crutcher LLP, to represent it in this case and the Rule 23 actions and removed its initial law firm Moore & Van Allen.

27. On May 12, 2020 Lowe's filed a motion before the United States Judicial Panel on Multidistrict Litigation to transfer the Rule 23 state law wage and hour actions for pretrial proceedings pursuant to 28 U.S.C. § 1407. Specifically, Lowe's requested that all of the matters be transferred to Judge Bell in the Western District of North Carolina, who had been presiding over the *Danford* action since its inception.

28. On August 5, 2020, following oral argument, the Judicial Panel on Multidistrict Litigation transferred eighteen Rule 23 state law wage and hour actions to this Court (Arizona, Arkansas, Colorado, Connecticut, Illinois, Kentucky, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, Ohio, South Carolina, Washington, and West Virginia).

29. On August 21, 2020 a tag-along action was also transferred to this Court (*Bowens v. Lowe's Companies, Inc., et al.* (Pennsylvania)).

**D. Overview of the Litigation Proceedings Prior to Settlement**

30. After transfer of the Rule 23 state wage and hour actions and creation of the MDL, this Court entered a Case Management Order that outlined the discovery limits applicable to the case.

31. The Court's CMO (*Lowe's WHL MDL* ECF No. 13), imposed the following fact discovery limits on Lowe's:

- a. 300 opt-in Plaintiffs would be subjected to written discovery (interrogatories; requests for admission; requests for production of documents), including, as needed, replacements for those that failed to respond;
- b. Additional selected opt-in Plaintiffs from each of the 20 Rule 23 states would be subject written discovery (interrogatories; requests for admission; requests for production of documents), such that there would be a minimum of 10 opt-in Plaintiffs from each state who would take part in written discovery (estimated to add approximately 75 opt-in Plaintiffs);
- c. All Named Plaintiffs would be subjected to written discovery;
- d. Lowe's would be allowed to take the deposition of all Named Plaintiffs; depositions of up to 90 opt-in Plaintiffs; and up to 20 additional depositions of non-expert and non-opt-in witnesses.

32. Additionally, Plaintiffs' Counsel was tasked with filing a consolidated complaint that included all of the continuing claims asserted in the *Danford* action as well as all claims asserted in the Rule 23 state wage and hour actions.

33. On October 14, 2020 Lowe's filed a Motion to Dismiss pursuant to which it sought dismissal of the majority of Plaintiffs' state law claims as well as dismissal of a number of Named Plaintiffs in their individual capacities (*Lowe's WHL MDL* ECF No. 17).

34. On February 3, 2021 the Court issued an Order granting in part and denying in part

Lowe's Motion to Dismiss. (*Lowe's WHL MDL* ECF No. 28). With the exception of Plaintiffs' claims arising under Arizona state law, at least portions of each of Plaintiffs' Rule 23 state law wage and hour actions survived Lowe's Motion to Dismiss. Plaintiffs subsequently filed a Second Amended Consolidated Complaint, which is the operative pleading for the MDL. (*Lowe's WHL MDL* ECF No. 29).

35. From September 2020 through December 2021 the parties engaged in extensive fact discovery. Among other things:

- a. Lowe's produced approximately 500,000 documents (totaling several million pages) and over 165 gigabytes of data related to payroll and timekeeping records, alarm reports, store schedules, employee schedules, Kronos punch data, and class lists.
- b. Lowe's issued written discovery to over 400 opt-in Plaintiffs (including replacements for those that failed to respond to prior rounds). 275 of these individuals fully responded to the written discovery requests.
- c. 23 Named Plaintiffs fully responded to written discovery requests and appeared for depositions.
- d. Lowe's deposed 76 opt-in Plaintiffs.
- e. Plaintiffs issued multiple sets of written discovery to Lowe's.
- f. Plaintiffs conducted:
  - i. 2 Rule 30(b)(6) corporate representative depositions;
  - ii. 11 Rule 30(b)(6) state specific representative depositions;
  - iii. 10 depositions of Lowe's corporate employees; and
  - iv. 3 store manager depositions.

36. Additionally, the parties expended substantial efforts on expert discovery which included initial reports, rebuttal reports, and deposition testimony of the following designated experts: Brian Kriegler, Ph.D. (Plaintiffs' Expert – Statistician/Damages); Lee Miller, J.D. (Plaintiffs' Expert – Human Resource Management/Organizational Culture); Gary White

(Plaintiffs' Expert – Retail Executive Manager/Retail Policies and Procedures); Michael Ward, Ph.D. (Lowe's Expert – Statistician/Damages); Hart Blanton, Ph.D. (Lowe's Expert – *Daubert* challenge to White and Miller reports with respect to accepted academic and social scientific norms and standards).

37. Finally, throughout the time period that the parties were engaged in discovery they took part in dozens of telephonic meet and confers, exchanged hundreds (if not thousands) of e-mails, and engaged in multiple contested motions related to, among other things: alleged discovery deficiencies; modifications to the CMO; Lowe's privilege designations; substitution of Named Plaintiffs; dismissal of non-responsive opt-in Plaintiffs; and compulsion of opt-ins to arbitration.

**E. Arbitration Proceedings**

38. After the close of the FLSA opt-in period Lowe's sought to dismiss hundreds of opt-in Plaintiffs pursuant to arbitration agreements. As a part of this stipulated process, Plaintiffs' Counsel was required to review/analyze over 1,000 arbitration agreements to determine their enforceability and application.

39. Ultimately, 1,039 opt-in Plaintiffs were dismissed to arbitration. 944 by stipulation and 95 as a result of motion practice.

40. 236 of the dismissed opt-in Plaintiffs retained Plaintiffs' Counsel to initiate individual arbitrations on their behalf.

41. Prior to settlement of this action, 11 of the arbitrations proceeded to hearing. Plaintiffs' Counsel prevailed in part in 5 of those arbitration proceedings; Lowe's fully prevailed in the other 6 arbitration proceedings. None of the arbitrators ruled in favor of the arbitration claimants' smartphone communication claims.

42. An additional 12 arbitration proceedings were settled by the Parties prior to a final hearing on the merits. A number of other arbitration proceedings were voluntarily dismissed by the arbitration claimants.

43. At the time of settlement, 188 arbitration proceedings remained in litigation.

**F. Mediation**

44. The Parties conducted their first mediation on September 29, 2021 with esteemed wage and hour mediator Linda Singer (Washington, D.C.).

45. After a full day of a contentious mediation, the Parties were unable to reach a resolution and determined the best course was to push forward with fact and expert discovery.

46. In November 2021, with substantial fact and expert discovery ongoing as well as looming class certification motion deadlines, the Parties began discussing the parameters of a second mediation.

47. After lengthy discussion that extended several weeks, the Parties determined that a second mediation was in the best interests of their clients and chose to enlist the services of Lee Parks (Atlanta) to serve as mediator.

48. The second mediation took place on December 9, 2021. Despite their best efforts in a full day, contentious mediation, the Parties were unable to reach resolution.

49. Mr. Parks, who has national recognition for his mediation skills, would not let the Parties walk away from the negotiation and expended substantial efforts during the month of December (including several hours spent on telephone calls, e-mails, and text communications) bringing the Parties closer to settlement.

50. Ultimately, on December 31, 2021 the Parties reached a settlement addressing both the MDL and the arbitrations, the former of which is before the Court today.

51. The parties spent the next several months working on the long form Settlement Agreement now before the Court, and obtaining signed releases from the Named Plaintiffs. Once the parties finalized the Settlement Agreement, the corresponding settlement approval briefing began.

52. At all times, the parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

**G. Settlement Terms**

53. The settlement consists of \$2,074,150 to the 2,390 opt-in Plaintiffs (including \$142,350 for incentive awards); \$25,850 to the settlement administrator; and \$5,352,008.18 to Plaintiffs' Counsel for fees and litigation expenses.<sup>4</sup>

54. The \$7,452,008.8 settlement resolving *Danford* and the Rule 23 class actions is the subject of the instant Motion for Settlement Approval.

55. The Parties' Settlement Agreement, attached hereto as Exhibit 1, identifies each of the 2,390 opt-in Plaintiffs covered by the Settlement, including the Named Plaintiffs in the Rule 23 actions. (Exh. 1 at Exhibit A).

56. Individual settlement amounts totaling \$1,931,800 shall be paid to the 2,390 opt-in Plaintiffs as follows:

1. One Million One Hundred Thirty-Two Thousand Six Hundred Forty-Five Dollars and Seventy-Seven Cents (\$1,132,645.77) to be paid to the 1,402 FLSA Opt-Ins who held Service and Support Manager or Department Supervisor positions<sup>5</sup> (hereinafter "SSM/DSs") during the

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<sup>4</sup> \$992,754.30 of this amount represents reimbursement for litigation expenses. The remaining \$4,359,253.88 will be used for payment of Plaintiffs' Counsel's attorneys' fees which exceed \$4,650,000 (not including attorneys' fees exceeding \$411,000 that were incurred by Plaintiffs' Counsel and retained local counsel in connection with the state law cases that were subsequently consolidated by way of the MDL).

<sup>5</sup> Consisting of the following job titles: Back-End Department Supervisor; Front-End Department Supervisor; Night Ops Department Supervisor; Sales Floor Department Supervisor; Service Manager; Support Manager; and Temporary Service Manager.

relevant time period (as indicated in Exhibit A). This amount shall be known as the SSM/DS Net Settlement Fund.

- a. Individual Settlement Amounts will be paid to each of the SSM/DSs from the SSM/DS Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. The Settlement Administrator will calculate the total amount that each of the SSM/DSs will receive. The Settlement Administrator will divide the SSM/DS Net Settlement Fund by the total number of work weeks the SSM/DSs were employed in SSM/DS positions between October 2, 2016 and March 1, 2022 (“SSM/DS Work Week Amount”). The Settlement Administrator will multiply the SSM/DS Work Week Amount by the total number of work weeks that each SSM/DS was employed between October 2, 2016 and March 1, 2022 to calculate each SSM/DS’s Individual Settlement Amount.
2. Seven Hundred Thirty-Nine Thousand Eight Hundred Twenty-Nine Dollars and Twenty-Three Cents (\$739,829.23) to be paid to the 218 FLSA Opt-Ins who held Loss Prevention Manager positions<sup>6</sup> during the relevant time period (hereinafter “LPMs”) (as indicated in Exhibit A). This amount shall be known as the LPM Net Settlement Fund.
  - a. Individual Settlement Amounts will be paid to each of the LPMs from the LPM Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. The Settlement Administrator will calculate the total amount that each of the LPMs will receive. The Settlement Administrator will divide the LPM Net Settlement Fund by the total number of work weeks the LPMs were employed in LPM positions between October 2, 2016 and March 1, 2022 (“LPM Work Week Amount”). The Settlement Administrator will multiply the LPM Pay Period Amount by the total number of work weeks that each LPM was employed between October 2, 2016 and March 1, 2022 to calculate each LPM’s Individual Settlement Amount.
3. Fifty Nine Thousand Three Hundred Twenty-Five Dollars and Zero Cents (\$59,325.00) to be paid to the 791 FLSA Opt-Ins who did not hold SSM/DS or LPM positions between October 2, 2016 and March 1, 2022 and are only entitled to alleged smartphone communication damages (hereinafter “Smartphone Opt-Ins”) (as indicated in Exhibit A). This amount shall be known as the Smartphone Opt-In Net Settlement Fund. Each Smartphone Opt-In shall be paid Seventy-Five Dollars and Zero Cents (\$75.00) from the Smartphone Opt-In Net Settlement Fund.

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<sup>6</sup> Consisting of the following job titles: Asset Protection & Safety Manager; Department Manager Loss Prevention & Safety; and Loss Prevention and Safety Manager.

(Exh. 1 at § 2.4(iii) (pages 5-7)).

57. The Individual Settlement Amount for each FLSA Opt-In shall be allocated as follows: fifty percent (50%) as wages, for which the Settlement Administrator will issue IRS Form W-2s and any similar required state tax forms; and fifty percent (50%) as liquidated damages, penalties and/or interest, for which the Settlement Administrator will issue IRS Form 1099s and any similar required state tax forms. Incentive Awards, where issued, shall be reported on the Form 1099s and similar state forms. (*Id.* at § 2.4(iii)(c) (page 7)).

58. \$142,350.00 shall be allocated as Incentive Awards as follows:

1. Forty-Six Thousand Dollars and Zero Cents (\$46,000.00) to be distributed equally (Two Thousand Dollars and Zero Cents (\$2,000.00) each) to the Named Plaintiffs.
2. Sixty-Six Thousand Five Hundred Fifty Dollars and Zero Cents (\$66,550.00) to be distributed equally (Eight Hundred Seventy-Five Dollars and Zero Cents (\$875.00) each) to the 76 FLSA Opt-Ins (other than Named Plaintiffs) who were deposed and participated in written discovery and have not been dismissed from the Action. Said FLSA Opt-Ins are indicated on Exhibit A.
3. Twenty-Nine Thousand Eight Hundred and Fifty Dollars and Zero Cents (\$29,850.00) to be distributed equally (One Hundred Fifty Dollars and Zero Cents (\$150.00) each) to the 199 FLSA Opt-Ins who participated in written discovery but did not sit for a deposition and have not been dismissed from the Action. Said FLSA Opt-Ins are indicated on Exhibit A.

(*Id.* at § 2.4(ii) (page 5)).

59. Any amount of disallowed Incentive Awards will be redistributed among the opt-in Plaintiffs on a pro-rata basis. (*Id.* at § 2.4(iii)(b) (page 7)).

60. Any amount of the \$5,352,008.18 sought by Plaintiffs' Counsel for attorneys' fees and litigation expenses that is disallowed will be redistributed among the opt-in Plaintiffs on a pro-rata basis or distributed to a *cy pres* beneficiary designated by the Court. (*Id.* at § 2.5(b) (page

7)).

61. None of the amounts paid by Lowe's to fund the settlement will revert to Lowe's. (*Id.* at § 2.7 (page 7)).

62. The opt-in Plaintiffs are not required to submit a claim form or other documentation of their claim in order to receive payment of their Individual Settlement Amount or any Incentive Award. Named Plaintiffs, however, must execute an individual release as provided for herein in order to receive their Individual Settlement Amount and Incentive Award. (*Id.* at § 5.3 (page 11)).

63. Individual settlement amounts and incentive awards will be paid to the opt-in Plaintiffs within 30 days of the effective date of the Court's approval order. (*Id.* at § 5.4 (page 11)).

64. The opt-in Plaintiffs will be allowed 150 days to redeem their individual settlement amounts. Unclaimed proceeds will be redistributed to the opt-in Plaintiffs if said proceeds exceed \$25,000 on a pro-rata basis. Any other unclaimed funds will be remitted to the state unclaimed property fund for the state in which the opt-in Plaintiff resided. (*Id.* at § 5.6 (page 12)).

65. The opt-in Plaintiffs each agree to fully and forever discharge and release each and every one of the Lowe's Releasees from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, that (x) accrued between October 2, 2016 and March 1, 2022, and (y) are based on or reasonably related to the claims asserted in the Action, and specifically for unpaid wages (including claims for regular wages, overtime, regular rate calculations, and gap time) under the FLSA and under laws of the state(s) in which they worked for Lowe's. (*Id.* at § 3.2 (page 8)).

66. The Named Plaintiffs each agreed to a general release of the Lowe's Releasees

from any and all claims that they have or may have against the Lowe's Releasees, whether known or unknown, including, but not limited to, all claims that were or could have been asserted in the Action. (*Id.* at § 3.3 (pages 8-9)). Additionally, the Named Plaintiffs agreed to dismiss their pending Putative State Law Class Claims *without prejudice*, and their respective individual state law claims *with prejudice*, resulting in dismissal of each state-law action in its entirety. (*Id.* at § 3.1 (page 8)).

#### **H. Reasonableness of Settlement**

67. The details of the settlement are set forth above and in the Motion for Approval. While the final structure of the settlement is clearly set forth in the motion, the complexities that the Parties encountered in reaching this settlement were significant, to say the least.

68. As Lead Plaintiffs' Counsel, I can attest to the numerous complications that arose each step of the way in determining how to structure a settlement in this case. Identification of the allegedly compensable off-the-clock time involved extensive review of substantial testimonial, document and data production, and substantial legal research. I can further attest to the level of effort, expertise, dedication and creativeness of both Plaintiffs' Counsel and Defense Counsel in making sure that the current settlement was fair, reasonable and adequate to both sides. Had all those efforts not occurred, and the hurdles and obstacles overcome, this case, and the collective wide settlement, would never have been reached.

69. Furthermore, Lowe's asserted numerous legal and factual defenses to Plaintiffs' claims and collective/class certification efforts including, among others, that:

- a. Lowe's had no knowledge of the hourly managers' off-the-clock work.
- b. Lowe's time and alarm records do not support the allegation that certain FLSA opt-ins performed opening and closing duties and/or perimeter checks.
- c. Lowe's maintains a "punch decline" function in its Kronos timekeeping system that the opt-in Plaintiffs were supposed to utilize to record (and be compensated

for) any work performed off-the-clock. By way of this function Lowe's acted with reasonable diligence to ensure that the employees were compensated for all work performed. Hourly managers were required to complete extensive training related to the punch decline process and other timekeeping obligations. Further, the hourly managers often demonstrated that they knew how to use the declined punch process.

- d. The hourly managers are estopped from asserting claims for off-the-clock work where they failed to follow Lowe's decline a punch policies in connection with off-the-clock work. By failing to follow the reasonable policies, they prevented Lowe's from knowing about the work.
- e. Lowe's maintains written employment policies pursuant to which employees are expected not to perform work off-the-clock. Furthermore, the employees are not permitted to work overtime without prior authorization.
- f. The opt-in Plaintiffs were not assigned to, and in fact did not, perform the off-the-clock work alleged. Instead, the alleged off-the-clock work was ordinarily performed by exempt salaried managers. The hourly managers signed acknowledgements that they had read and understood these policies.
- g. The opt-in Plaintiffs performed aspects of the alleged off-the-clock work in various ways across Lowe's 1,700 stores (many of which differ in size and layout).
- h. The putative Class/Collective Members engaged in personal activities at the beginning of their shifts. Similarly, on perimeter checks, hourly managers were instructed to simply wait in their vehicle while a salaried manager performed the perimeter checks, and the hourly manager was free to play on their phones, etc.
- i. The opt-in Plaintiffs' allegations as the amount of off-the-clock time worked grossly overstates how long it takes to perform the tasks they describe.
- j. The opt-in Plaintiffs will not be able to prove their off-the-clock time because no records exist identifying the exact amount of time they spent each shift performing the off-the-clock duties.
- k. Some of the workweeks during which the opt-in Plaintiffs allege to have performed off-the-clock work were not workweeks in which they worked 40 or more hours and, thus, the opt-in Plaintiffs cannot maintain actionable FLSA claims for those workweeks.
- l. The alleged off-the-clock work the opt-in Plaintiffs performed is not compensable as a matter of law including under the preliminary/postliminary doctrine of the Portal to Portal Act.
- m. The putative Class/Collective Members will not satisfy the commonality and predominance elements required for Rule 23 certification.

- n. The putative Collective will not satisfy the requirements for final certification under the FLSA.
- o. The putative Class/Collective Members' claims fail because the alleged off-the-clock time is *de minimis*.
- p. The opt-in Plaintiffs will not be able to establish that Lowe's alleged violations were willful.
- q. Plaintiffs and the putative Class/Collective Members will not be able to recover liquidated damages.
- r. Lowe's hourly managers' use of WhatsApp or GroupMe was completely voluntary and, if used, was typically not work related and not reported/recorded by the hourly managers in any event.

70. Lowe's factual and legal arguments (many of which were successful in the related arbitrations) weighed on the parties' decision to resolve the case. While Plaintiffs' Counsel understandably takes issue with the viability of some of these defenses, the risks associated with the continued litigation of the opt-in Plaintiffs' wage claims simply cannot be disregarded in measuring the reasonableness of the settlement. Specifically, settling this case now saves the parties from years of litigation and tremendous uncertainty as to the ultimate outcome of the litigation. Should the parties have continued to litigate the case, they would have been faced with several months of Rule 23 certification motions on Plaintiffs' multiple state law claims, FLSA conditional certification and decertification motions, expert-related briefing, numerous dispositive motions, and eventually one or more trials (potentially in numerous courts across the country once MDL pretrial proceedings were complete). It is very likely that this litigation would extend for another one to two years and cost the Parties amounts well exceeding \$1,000,000 in attorneys' fees and expenses.

71. Plaintiffs' Counsel retained Brian Kriegler, Ph.D. (Plaintiffs' Expert – Statistician/Damages) to prepare a damage analysis/report. Dr. Kriegler, with Plaintiffs' Counsel's assistance, prepared a time consuming and complicated damage analysis of those claims in the

operative Complaint that Plaintiffs' Counsel believed were still viable. Among other things, Plaintiffs' Counsel and Dr. Kriegler:

- a. Reviewed and analyzed over 165 gigabytes of data and thousands of pages of documents related to payroll and timekeeping records, alarm reports, store schedules, employee schedules, Kronos punch data, and class lists.
- b. Reviewed and analyzed opt-in Plaintiff metrics related to: rate of pay; hours worked; employment periods; weeks worked.
- c. Reviewed and analyzed Kronos punch/decline records to determine the frequency of compensation for the alleged off-the-clock work.
- d. Reviewed and analyzed Kronos punch/decline records to determine the amount of time Defendant compensated employees for opening and closing duties subsequent to the September 14, 2020 Kronos enhancement.
- e. Reviewed and analyzed over 100 depositions and over 300 sets of written discovery to determine the amount of time worked by the Named and opt-in Plaintiffs in connection with the alleged off-the-clock work.
- f. After taking into account the applicable statute of limitations for each of the claims asserted in the litigation, computed the amount of damages, penalties and interest that could be sought by the Named Plaintiffs and the opt-in Plaintiffs.

72. Additionally, one of Dr. Kriegler's primary objectives was to determine which of the following claim "buckets" each of the Named and opt-in Plaintiffs fell into based on their job titles and duties: 1) employees who allegedly performed opening and closing duties without compensation; 2) employees who allegedly performed loss prevention exterior perimeter sweeps before and after their shifts and during their meal periods without compensation, and 3) employees who only allegedly engaged in off-the-clock smartphone communications without compensation.

73. Finally, Dr. Kriegler was tasked with identifying the number of shifts that each opt-in Plaintiff allegedly performed opening and closing duties without compensation, and the number of shifts that each opt-in Plaintiff allegedly performed loss prevention exterior perimeter sweeps before and after their shifts and during their meal periods without compensation. He did not assess certain types of work alleged in the Complaint, including interrupted meal breaks; SSM/DS

perimeter checks aside from before opening shifts and after closing shifts (*i.e.*, before and after mid-day shifts and meal breaks); and any perimeter checks by other categories of hourly managers, including Department Managers, Installed Sales Managers, and Merchandising Sales Managers.

74. Based on Dr. Kriegler's analysis, the discovery conducted by the Parties, and the information exchanged by the Parties during mediation, Plaintiffs' Counsel identified the damages that they reasonably believed could be recovered on behalf of the opt-in Plaintiffs for the three remaining core claims in the litigation:

a. SSM/DS Opening and Closing Duties:

Plaintiffs determined that, notwithstanding the more extensive allegations in the Complaint and discovery responses, the range of recovery for the opening and closing duties performed by the 1,402 opt-in Plaintiffs who held SSM/DS positions equated to 5 to 10 minutes of compensation per each opening and closing shift (*i.e.* shifts where the opt-in Plaintiffs performed the alleged opening and closing duties).<sup>7</sup>

Based on the number of identified opening and closing shifts, and assuming that each opt-in Plaintiff was paid the full measure of damages for each minute worked (at straight time rate in weeks not already in overtime, and overtime rate in other weeks), the recovery for the period ending May 1, 2021 (end point of analyzed data) for these 1,402 opt-in Plaintiffs would fall in a range of \$351,485.38 (5 minutes/shift) to \$702,970.77 (10 minutes/shift). Applying FLSA liquidated damages, the potential range of recovery for that period would equal \$702,970.76 (5 minutes/shift) to \$1,405,941.54 (10 minutes/shift). Extrapolating from that period to cover through March 1, 2022 would result in a range (with liquidated damages) of **\$864,654.02 to \$1,729,308.08**.

b. Loss Prevention Exterior Perimeter Sweeps:

Plaintiffs determined that, notwithstanding the more extensive allegations in the Complaint and discovery responses, the range of recovery for the loss prevention exterior perimeter sweeps performed by the 218 opt-in Plaintiffs who held LP Manager positions equated to 8 to 12 minutes of compensation per shift.

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<sup>7</sup> A small number of opt-in Plaintiffs held both SSM/DS positions *and* LP Manager positions at different times in the relevant period. They are eligible to receive payments in both categories based on the relevant number of work-weeks in each position. Thus, the subtotals in these paragraphs do not add up to 2,390.

Based on the number of identified applicable shifts, and assuming that each opt-in Plaintiff was paid the full measure of damages for each minute worked (full hourly rate for straight time, and overtime rate for overtime), recovery for the period ending May 1, 2021 (end point of analyzed data) for these 218 opt-in Plaintiffs would fall in a range of \$256,052.80 (8 minutes/shift) to \$384,079.20 (12 minutes/shift). Applying FLSA liquidated damages, the potential range of recovery would equal \$512,105.60 (8 minutes/shift) to \$768,158.40 (12 minutes/shift). Extrapolating from that period to cover through early 2022 would result in a range (with liquidated damages) of **\$629,889.88 to \$944,834.82**.

c. Smartphone Communications:

At all times through the litigation, Defendant disputed the validity of Plaintiffs' claims related to alleged off-the-clock smartphone communications. Additionally, Plaintiffs' were unable to discover any corporate-wide policy, practice or directive, that required the opt-in Plaintiffs to engage in off-the-clock smartphone communications. Furthermore, the opt-in Plaintiffs provided disparate testimony concerning the performance of the work related off-the-clock smartphone communications and were in large part unable to produce written records of said communications. Finally, not a single arbitrator (11 arbitrations proceeded to hearing) ruled in favor of the arbitration claimant on such claims.

Based on the totality of these circumstances, the Parties determined that the 791 opt-in Plaintiffs who did not hold SSM/DS or LP Manager positions (and thus did not perform opening/closing duties or loss prevention exterior perimeter sweeps), are not legally entitled to any compensation for alleged unpaid wages.

75. Based on the damage analysis conducted by Plaintiffs' Counsel and expert, and in light of the factual and legal defenses identified above, the \$1,132,645.77 net settlement pool that will be paid to the 1,402 opt-in Plaintiffs who allegedly performed opening and closing duties equates to approximately 65.49% (assuming a recovery of \$1,729,308.08 based on Plaintiffs' reduced maximum estimate of 10 (not 15) minutes per shift) to 130.9% (assuming a recovery of \$864,654.02 based on 5 minutes per shift) of Lowe's off-the-clock wage claim exposure (with inclusion of liquidated damages) for the opening and closing duties. That calculation excludes damages for other types of work by SSM/DSs alleged in the Complaint, as outlined above.

76. Based on the damage analysis conducted by Plaintiffs' Counsel and expert, and in light of the factual and legal defenses identified above, the \$739,829.23 net settlement pool that will be paid to the 218 opt-in Plaintiffs who performed loss prevention exterior perimeter sweeps equates to approximately 78.39% (assuming a recovery of \$944,834.82 based on Plaintiffs' reduced maximum estimate of 12 minutes per shift) to 117.45% (assuming a recovery of \$629,889.88 based on 8 minutes per shift) of Lowe's off-the-clock wage claim exposure (with inclusion of liquidated damages) for the exterior perimeter sweeps. That calculation excludes damages for other types of work alleged in the Complaint by LP Managers, as outlined above.

77. Additionally, despite not being entitled to any unpaid wages for the claims asserted in this litigation (notwithstanding the allegations in the Complaint), the Settlement provides for payments of \$75 each (totaling \$59,325) to the 791 opt-in Plaintiffs who were neither SSM/DSs or LP Managers, and thus only performed alleged off-the-clock smartphone communications.

78. Further, the total \$2,074,150 net settlement (the amount that will be paid to opt-in Plaintiffs for wage claims and incentive awards) equates to approximately 77.56% of Lowe's greatest possible FLSA exposure of \$2,674,142.90, including liquidated damages, after accounting for the narrowing of alleged claims and damages based on Plaintiffs' counsel's assessment of the evidence.

79. Moreover, the settlement does not burden the opt-in Plaintiffs with their proportional share of the substantial litigation expenses and attorneys' fees Plaintiffs' Counsel incurred in litigating this matter – all of which will be paid by Lowe's in addition to the net settlement amount and opt-in Plaintiff settlement pools described above.

80. As such, the settlement amount is substantial, completely reasonable, and marks a fair compromise of the claims.

81. The proposed releases by the Named and opt-in Plaintiffs were extensively scrutinized and negotiated by the attorneys involved in this litigation. They represent a fair compromise and constitutes a fair negotiated bargain for release of claims that arise from the facts as alleged in this litigation. Each of the Named Plaintiffs have signed individuals releases, consented to the settlement agreement, and have been afforded full access to Plaintiffs' Counsel.

82. This settlement was the result of arm's-length negotiations, with assistance by esteemed and very experienced mediator Lee Parks, conducted by experienced counsel for all parties, and reached after extensive discovery and contested litigation. Prior to settlement, each side independently and thoroughly investigated the claims and defenses at issue. The work performed allowed each party to intelligently, and in good faith, weigh both the risks and benefits of settlement as compared to continued litigation. These efforts culminated in a substantial settlement which provides the opt-in Plaintiffs with an opportunity to resolve their claims against Lowe's in a meaningful way.

83. Further, I can attest that neither I, Plaintiffs' Counsel or the Named Plaintiffs, have any conflict with one another or with the opt-in Plaintiffs.

84. Based on my past experience in litigating wage and hour cases, I fully endorse this settlement and believe that it is truly in the best interests of all parties. For all the reasons set forth herein, I believe this Court should honor the terms of the settlement and give it final approval.

**I. Modification of Lowe's Compensation Policies**

85. In addition to the monetary value of the settlement, this litigation has spurred substantial change to Lowe's compensation policies and practices across its over 1,700 stores nationwide.

86. Specifically, on September 14, 2020 Lowe's modified its Kronos timekeeping

system to provide pop-up questions and comment fields to the Department Supervisors responsible for performing opening and closing duties in which the Department Supervisors are expressly asked whether they performed off-the-clock work in connection with opening and closing duties and are then directed to insert the amount of time they spent in connection with the off-the-clock work.

87. Lowe's Workforce Management Manager, Thomas Dhen, acknowledged at his deposition that the Kronos timekeeping modification – and resulting payment of wages to hourly managers for opening and closing duties – was implemented in direct response to the allegations raised in the *Danford* action.

88. Additionally, within months of initiation of the *Danford* action in April 2019 Lowe's issued multiple communications nationwide instructing its District Managers, Store Managers, and Assistant Managers, to cease and discontinue from off-the-clock smart phone communications with hourly managers. Discovery showed that these efforts were effective.

89. Based on the analysis conducted by Plaintiffs' expert damage analyst, the September 14, 2020 Kronos modification has resulted in hundreds of thousands of dollars in additional compensation to Lowe's hourly managers nationwide since the change was implemented.

90. This means that the *Danford* action will be responsible for substantial amounts of money to Lowe's hourly manager employees (when including work performed subsequent to today's date) in addition to the monetary value paid in consideration for the instant settlement.

**J. Reasonableness of Requested Attorneys' Fees**

91. In preparing this declaration, I reviewed the time records of all participating attorneys/paralegals from the following firms that were primarily responsible for litigating this

matter: Sommers Schwartz, P.C.; Klafter Lesser LLP; Johnson Becker, PLLC; and Burns, Day & Presnell, P.A.<sup>8</sup>

92. In doing so I have confirmed the accuracy, utility, efficiencies and reasonableness of the amount of time spent by Plaintiffs' Counsel working on this litigation, and expenses incurred by those law firms.

93. I have reviewed all of the time and expenses and can attest that they are reasonable as to both the hourly rate, time spent, work allocation and totals, as well as being absolutely necessary to reach the settlement in this case. Class Counsel diligently worked to avoid duplication of efforts and expenses, while at the same time not sacrificing work quality on behalf of the class. The settlement obtained in this litigation was directly affected by the efforts and expenses advanced by Class Counsel in this lawsuit.

94. Based on my personal experience, the fees requested for the legal services rendered in this action (\$4,354,051.31), reflects less than or at least equal to the reasonable value of those services in light of the nature of the case, the result obtained, the quality of representation, the risks of the litigation, the customary fee, and other applicable considerations as set forth by the law.

95. In fact, the requested \$4,354,051.31 is approximately \$300,000 less than Plaintiffs' Counsel's actual lodestar (without inclusion of the \$411,000 in attorneys' fees that were incurred by Plaintiffs' Counsel and retained local counsel in connection with the state law federal cases that were subsequently consolidated by way of the MDL).

96. Plaintiffs' Counsel's attorneys' fees are broken down as follows by Firm:

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<sup>8</sup> Additionally, I have reviewed the time records demonstrating attorneys' fees incurred by Plaintiffs' Counsel and retained local counsel in connection with the state law federal cases that were subsequently consolidated by way of the MDL. The amount of attorneys' fees incurred by counsel in those actions exceed \$411,000. Because the settlement does not include any Rule 23 classes as alleged in those actions, Plaintiffs' Counsel is not seeking payment/approval of said \$411,000 in attorneys' fees.

a. Sommers Schwartz, P.C.:	\$3,236,505
b. Klafter Lesser LLP:	\$958,345
c. Johnson Becker, PLLC:	\$393,817.50
d. Burns, Day & Presnell, P.A.:	\$74,085
Total:	\$4,662,752.50

97. In addition to this declaration, the Principal attorneys from each of the above Firms have submitted declarations attesting to the attorneys' fees and litigation expenses incurred by their respective Firms. (*See* Lesser Declaration at Exh. C; Becker Declaration at Exh. D; Mills Declaration at Exh. E).

98. I typically charge \$675 per hour for my legal services in FLSA and state wage law class action cases. I am familiar with rates customarily charged in the legal market for FLSA and state wage law class action litigation. The rates charged by my firm for my services and those of Senior Shareholders, Shareholders, Associates and Paralegals are, on the whole, lower than prevailing rates charged for equivalent services by attorneys of similar skill, experience, and reputation.<sup>9</sup> Therefore, I believe that we are reasonable in seeking lodestar rates of \$675 per hour for myself, \$725 per hour for Mr. Jason Thompson, and lower rates for Associates and Paralegals who worked on this matter.

99. As of filing the instant motion, lead Plaintiffs' Counsel Sommers Schwartz, P.C., has incurred the bulk of the time in this case, and the following lodestar as recorded in contemporaneous

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<sup>9</sup> *See e.g., Reetz v. Lowe's Companies, Inc. et al.*, U.S.D.C Western District of North Carolina, Case No. 5:18-cv-00075-KDB-DC (ECF No. 249-2) (submitting Partner rates in a range of \$650 to \$800 per hour; Associate attorney rates in a range of \$425 to \$600 per hour, and Paralegal rates at \$250 per hour). *See also, Rodgers v. Abbster Enterprises LLC*, 2017 WL 4453555 at \*2-3 (N.D. W. V. October 4, 2017) (approving Partner rates in a range of \$650 per hour) ("Rates charged by attorneys in other cities, however, may be considered when 'the complexity and specialized nature of a case may mean that no attorney, with the required skills, is available locally,' and the party choosing the attorney from elsewhere acted reasonably in making the choice." [citations omitted]).

time records:<sup>10</sup>

<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Lodestar</u>
Jason Thompson	Sr. Shareholder	\$725	1,101.3	\$798,442.50
Matt Turner	Sr. Shareholder	\$725	3.6	\$2,610
Kevin Stoops	Sr. Shareholder	\$675	1,754.1	\$1,184,017.50
Jesse Young	Sr. Shareholder	\$525	13.8	\$7,245
David Parker	Of Counsel	\$500	6	\$3,000
Trent Kashima	Shareholder	\$450	32.3	\$14,535
Charles Ash	Shareholder	\$400	90.6	\$36,240
Rod Johnston	Shareholder	\$400	688.6	\$275,440
Elaina Bailey	Associate	\$325	1,333.2	\$433,290
Alana Karbal	Associate	\$275	46.8	\$12,870
Debbie Nichols	Paralegal	\$175	1,560.5	\$273,087.50
Danelle Vanderbeeke	Paralegal	\$175	911.6	\$159,530
Veronica Stewart	Paralegal	\$175	4.7	\$822.50
Wendy Vaughn	Legal Assistant	\$125	97.8	\$12,225
Andrew Malecki	Law Clerk	\$50	463	\$23,150
		<u>Totals:</u>	8,107.9	\$3,236,505

100. Currently, the lodestar of Sommers Schwartz, P.C., totals \$3,236,505, on a total of 8,107.9 hours. Additionally, co-counsel have incurred lodestar in the cumulative amount of \$1,426,247.50.<sup>11</sup> (Exh. C, Lesser Decl. at ¶ 8 (summarizing 1,784.36 hours and total lodestar of \$958,345); Exh. D, Becker Decl. at ¶ 13 (summarizing 814.7 hours and total lodestar of \$393,817.50); Exh. E, Mills. Decl. at ¶ 10 (summarizing 200.4 hours and total lodestar of \$74,085)). Plaintiffs' Counsel total lodestar equals \$4,662,752.50 which exceeds the fee request by \$308,701.19.

101. It is anticipated that at the conclusion of this case (including additional work to be performed at the approval stage, and work related to settlement administration and opt-in Plaintiff

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<sup>10</sup> Plaintiffs' Counsel will provide the Court with their time records for *in camera* review upon request.

<sup>11</sup> Not including attorneys' fees exceeding \$411,000 that were incurred by Plaintiffs' Counsel and retained local counsel in connection with the state law federal cases that were subsequently consolidated by way of the MDL.

payment processing), that Plaintiffs' Counsel will have incurred additional lodestar in a range of \$20,000 to \$40,000.

102. Plaintiffs' Counsel took this case on a contingent fee basis and assumed the risk that they would receive *no* fee for their services.

103. Plaintiffs' Counsel undertook to prosecute this action without any assurance of payment for their services, litigating the case on a wholly contingent basis in the face of significant risk. Class and collective wage and hour cases of this type are, by their very nature, complicated and time-consuming. Any lawyer undertaking representation of large numbers of affected employees in wage and hour actions inevitably must be prepared to make a tremendous investment of time, energy and resources. Due also to the contingent nature of the customary fee arrangement, lawyers are asked to be prepared to make this investment with the very real possibility of an unsuccessful outcome and no fee of any kind. Plaintiffs' Counsel stood to gain nothing in the event the case was unsuccessful.

104. Plaintiffs' Counsel takes on difficult cases like this one because we believe they are important. We take seriously our responsibility to push the law in a direction favorable for employees. We continue to do so despite, unfortunately, having suffered several major (and very expensive) losses in wage and hour cases over the years. Like this case, we believed that each of these cases was meritorious and socially useful but understood the risks. For example, over a period of 4 years Sommers Schwartz, P.C., litigated the companionship exemption issue in several home healthcare aid cases, and lost approximately \$1,000,000 in lodestar.

105. To date, Plaintiffs' Counsel has worked without compensation of any kind on this case, and the fee has been wholly contingent upon the result achieved.

106. In my opinion, and based on my experience in, and research of, other FLSA and

state wage law class action settlements in this District and nationwide, the requested fee will be reasonable and appropriate, especially in light of the amount of work performed by Plaintiffs' Counsel in this case and the substantial recovery obtained on behalf of the Named and opt-in Plaintiffs.

**K. Reasonableness of Requested Named Plaintiff and Discovery Participant Incentive Awards**

107. Each of the Named Plaintiffs worked diligently to assist Plaintiffs' Counsel in their activities during the pendency of this litigation. In particular, the Named Plaintiffs took part in multiple interviews, provided records and documentation to Plaintiffs' Counsel, were subjected to written discovery, and appeared for depositions. The Named Plaintiffs were counseled on the rights and responsibilities of serving as a Rule 23 class representative, and agreed to serve in that capacity in the filing of Plaintiffs' Complaint. Finally, each of the Named Plaintiffs has provided a General Release of claims in connection with this settlement

108. The requested amounts of \$2,000 each to be allocated to the 23 Named Plaintiffs for incentive award is commensurate with other incentive awards I have been involved in nationally and, as documented by research of other similar awards, is reasonable under the circumstances.

109. In addition to the Named Plaintiffs, 76 opt-in Plaintiffs were deposed in this action (and subjected to written discovery), and 199 opt-in Plaintiffs took part in written discovery only. The efforts each of these individuals took in participating in discovery were tantamount to the success of the litigation and the settlement that was achieved.

110. Pursuant to the settlement, Plaintiffs' Counsel is requesting incentive awards of \$875 to each of the 76 opt-in Plaintiffs who appeared for deposition (\$66,550) and \$150 to each of the 199 opt-in Plaintiffs who took part in written discovery only (\$29,850).

111. The requested amounts are wholly appropriate given the circumstances of this case and are commensurate with similar awards in other cases nationwide.

**L. Reasonableness of Requested Litigation and Settlement Administration Expenses**

112. The opt-in Plaintiffs will be serviced by professional services provider Rust Consulting, who will serve as settlement administrator. Rust Consulting has been approved by Courts across the country and is perhaps the leading settlement administrator for class actions in the country. I have used their services in numerous settlements of this nature and found its services exemplary.

113. Estimates provided by Rust Consulting indicate that settlement administration for this case will not exceed \$25,850. The amount is reasonable given the number of individuals involved in the Settlement.

114. In addition to attorneys' fees, Plaintiffs' Counsel is seeking reimbursement of reasonable and necessary litigation expenses in an amount of \$992,754.30.

115. As of filing the instant motion, Sommers Schwartz, P.C., has incurred the following costs and expenses:

<b>Costs</b>	<b>Amount</b>
Postage	\$3,017.63
Cont. Admin, Post, Class, Notice	\$87,341.60
Outside Courier	\$795.73
Photocopy	\$1,285.20
Photocopy – Outside Service	\$140.50
Video Conference – Inside	\$270.13
Outstate Travel	\$119.59
Air Fare	\$5,765.46
Local Travel	\$1,423.64
Lodging	\$3,788.34
Car Rental / Cab Fare	\$243.54
Meals	\$1,657.43
Filing Fees	\$7,732.64
Admission & Pro Hac Vice Fees	\$788.00
Facilitation	\$10,440.63

IT Costs	\$825.00
Court Reporter	\$228,580.45
Online Research/Pacer	\$47.50
Online Research/Westlaw	\$49.95
Video conference - Outside	\$1,102.50
Expert Services / Fees	\$467,847.47
Service Fees	\$149.47
Publications & Online Media	\$1,354.13
Sub-Contract Attorney Fees	\$98,933.27
Compact Disc Production	\$10.00
Data Hosting & Tech. Assist	\$38,474.02
Total	\$962,183.82

116. Additional litigation expenses have been incurred by Klafter Lesser LLP (\$28,822.42); Johnson Becker, PLLC (\$1,130); and Burns, Day & Presnell, P.A. (\$618.06). (*See* Lesser Declaration at Exh. C; Becker Declaration at Exh. D; Mills Declaration at Exh. E).

117. The litigation expenses incurred are reflected on the books and records of Plaintiffs' Counsel, and are available for submission to the Court upon request. All the expenses were reviewed by me and are reasonable, necessary, and customary for FLSA and state wage and hour cases. They were all incurred in the normal course of litigation, directly benefited the opt-in Plaintiffs, and added to the overall success of this case.

#### **M. Conclusion**

118. In the face of all the obstacles stated above by way of contested litigation, substantial discovery, thorough legal research, a comprehensive professional damage analysis, and after multiple mediations and lengthy settlement negotiations, in my professional and experienced opinion, the settlement before the Court of \$7,452,008.18 is adequate, fair and reasonable, and meets the requirements of §216(b) of the FLSA. The settlement achieved provides substantial benefits to the opt-in Plaintiffs and the litigation has spurred a change to Lowe's compensation policies what will continue to benefit its employees into the future. Further, the settlement avoids stretching adversarial proceedings years into the future, let alone the uncertainties of additional

motions, trials and appeals. If not for this case, the efforts of Named Plaintiffs, the discovery participants, and Plaintiffs' Counsel, there would be no settlement or modification to Lowe's compensation policies.

119. I declare, under penalty of perjury, under the laws of the State of Michigan that the foregoing is true and correct.

Executed this 20<sup>th</sup> day of May, 2022 at Southfield, Michigan.

Dated: May 20, 2022

A handwritten signature in black ink, appearing to read 'K. Stoops', is written over a horizontal line.

Kevin J. Stoops  
Lead Plaintiffs' Counsel

# Exhibit 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
STATESVILLE DIVISION  
MDL DOCKET NO. 5:20-MD-2947-KDB-DSC**

**IN RE: LOWE’S COMPANIES, INC.  
FAIR LABOR STANDARDS ACT  
(FLSA) AND WAGE AND HOUR  
LITIGATION**

**SETTLEMENT AGREEMENT**

**THIS DOCUMENT APPLIES TO:**  
*All Cases*

In consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, Lowe’s and the FLSA Opt-Ins hereto agree to a full and complete settlement of the Action and on the following terms and conditions.

**1. DEFINITIONS**

As used in all parts of this Agreement, the following terms have the meanings set out below:

- 1.1. Action.** “Action” means Multidistrict Litigation (MDL) No. 2947, *In re: Lowe’s Companies, Inc. Fair Labor Standards Act (FLSA) and Wage and Hour Litigation*, including the *Danford* Action and the Rule 23 Actions, individually and collectively.
- 1.2. Agreement.** “Agreement” means this Settlement Agreement, and all exhibits and attachments hereto.
- 1.3. Coordinated PAGA Cases.** “Coordinated PAGA Cases” means the actions comprising California Judicial Council Coordination Proceeding (JCCP) No. 5110, titled the *Lowe’s Wage and Hour Cases*, individually and collectively.
- 1.4. Court.** “Court” means the United States District Court for the Western District of North Carolina.
- 1.5. Danford Action.** “Danford Action” means *Danford v. Lowe’s Cos.*, No. 5:19-cv-00041, in the United States District Court of the Western District of North Carolina.
- 1.6. Final Court Approval Order.** “Final Court Approval Order” means a final order issued by the Court approving the Agreement.
- 1.7. Final Court Approval Order Effective Date.** “Final Court Approval Order Effective Date” means the date that the deadline to seek appellate review of the Final Court Approval Order has lapsed with no appeal, petition, or motion for such review having been filed, or,

to the extent such an appeal or motion for review is filed, the date said appeal, petition, or motion is fully and finally resolved, with no further possible appeals.

- 1.8. **FLSA.** “FLSA” means the Fair Labor Standards Act.
- 1.9. **FLSA Opt-Ins.** “FLSA Opt-Ins” means the individuals (including the Named Plaintiffs) who filed Opt-In forms in the Action by the deadline established by the Court and whose FLSA claims were not subsequently dismissed from the Action. The FLSA Opt-Ins are listed in Exhibit A.<sup>1</sup>
- 1.10. **Gross MDL Settlement Amount.** “Gross MDL Settlement Amount” means Seven Million Four Hundred Fifty Two Thousand Eight Dollars and Eighteen Cents (\$7,452,008.18). This represents the maximum amount that Lowe’s can be required to pay under this Agreement for any purpose, except that Lowe’s also will bear responsibility for (x) applicable employer-side payroll taxes on the portions of Individual Settlement Amounts paid to FLSA Opt-Ins that are designated as wages, and (y) the mediation fees for the services of Mr. Lee Parks incurred in connection with settling the Action and various related arbitrations.
- 1.11. **Individual Settlement Amount.** “Individual Settlement Amount” means the gross amount paid to an FLSA Opt-In out of the MDL Settlement Fund, exclusive of any Incentive Awards, prior to any applicable tax withholdings or deductions.
- 1.12. **Incentive Award.** “Incentive Award” means any additional amount of the MDL Settlement Fund allocated to a particular FLSA Opt-In as a consequence of serving as a Named Plaintiff or otherwise participating in discovery.
- 1.13. **Lowe’s.** “Lowe’s” means Lowe’s Companies, Inc. and Lowe’s Home Centers, LLC.
- 1.14. **Lowe’s Counsel.** “Lowe’s Counsel” means Gibson, Dunn & Crutcher LLP and Robinson, Bradshaw & Hinson, P.A.
- 1.15. **Lowe’s Releasees.** “Lowe’s Releasees” means Lowe’s and its affiliates, representatives, employees, officers, directors, shareholders, partners, joint venturers, parent companies, subsidiaries, heirs, agents, attorneys, predecessors, successors, assignees, insurers and reinsurers, and their respective successors and predecessors in interest, and anyone acting on any of their behalves.
- 1.16. **MDL Settlement Fund.** “MDL Settlement Fund” means the FDIC insured interest-bearing account(s) created and held by the Settlement Administrator.
- 1.17. **Named Plaintiffs.** “Named Plaintiffs” means Ronald Anderson, Erin Barrera, Kerry Cleavenger, Daniel Danford, Nabel Ekhrewhish, Nicholle Frank, Thomas Fyfe, Dalton Hildreth, Antoine Hursey, Jeffrey Lavelle, Jason Martin, Jean Lou Morta, Robert Neal,

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<sup>1</sup> For the avoidance of doubt, for the purposes of this agreement, “FLSA Opt-Ins” also includes Named Plaintiff Thomas Fyfe, who previously dismissed his FLSA claims, but not his West Virginia state-law claims.

Georgina Ortiz, Kenneth Payne, Stephanie Pennington, John Rafteseth, Brian Rookey, Brian Rumpke, June Shankweiler, Crystal Stratton, Iris Tirado, and Nicole Weekley.

- 1.18. Parties.** “Parties” means Lowe’s and the FLSA Opt-Ins.
- 1.19. Plaintiffs’ Counsel.** “Plaintiffs’ Counsel” means Sommers Schwartz, P.C.
- 1.20. Putative State Law Class Claims.** “Putative State Law Class Claims” means the state law claims in the *Danford* Action and the Rule 23 Actions alleged by the Named Plaintiffs on behalf of unnamed putative class members pursuant to Federal Rule of Civil Procedure 23.
- 1.21. Rule 23 Actions.** “Rule 23 Actions” means the following actions, each of which has been coordinated in the Action: *Estes v. Lowe’s Cos.* (originally filed as No. 4:20-cv-00289 in the U.S. District Court for the Eastern District of Arkansas); *Bogaert v. Lowe’s Cos.* (originally filed as No. 1:20-cv-00695 in the U.S. District Court for the District of Colorado); *Belaski v. Lowe’s Cos.* (originally filed as No. 3:20-cv-00343 in the U.S. District Court for the District of Connecticut); *Fitzsimmons v. Lowe’s Cos.* (originally filed as No. 1:20-cv-01109 in the U.S. District Court for the Central District of Illinois); *Anderson v. Lowe’s Cos.* (originally filed as No. 3:20-cv-00189 in the U.S. District Court for the Western District of Kentucky); *Hyde v. Lowe’s Cos.* (originally filed as No. 1:20-cv-00678 in the U.S. District Court for the District of Maryland); *Roy v. Lowe’s Cos.* (originally filed as No. 4:20-cv-40029 in the U.S. District Court for the District of Massachusetts); *Neal v. Lowe’s Cos.* (originally filed as No. 0:20-cv-01003 in the U.S. District Court for the District of Minnesota); *Nelson v. Lowe’s Cos.* (originally filed as No. 4:20-cv-00190 in the U.S. District Court for the Western District of Missouri); *Ricks v. Lowe’s Cos.* (originally filed as No. 2:20-cv-00515 in the U.S. District Court for the District of Nevada); *Gerber v. Lowe’s Cos.* (originally filed as No. 2:20-cv-02773 in the U.S. District Court for the District of New Jersey); *Martinez v. Lowe’s Cos.* (originally filed as No. 2:20-cv-00234 in the U.S. District Court for the District of New Mexico); *Tirado v. Lowe’s Cos.* (originally filed as No. 1:20-cv-01472 in the U.S. District Court for the Eastern District of New York); *Rumpke v. Lowe’s Cos.* (originally filed as No. 2:20-cv-01411 in the U.S. District Court for the Southern District of Ohio); *Bowens v. Lowe’s Cos.* (originally filed in the Philadelphia County Court of Common Pleas as No. 200401292 and removed to the U.S. District Court for the Eastern District of Pennsylvania as No. 2:20-cv-04057); *Forte v. Lowe’s Cos.* (originally filed as No. 2:20-cv-01108 in the U.S. District Court for the District of South Carolina); *Cleavenger v. Lowe’s Cos.* (originally filed as No. 4:20-cv-05049 in the U.S. District Court for the Eastern District of Washington); and *Boyce v. Lowe’s Cos.* (originally filed as No. 2:20-cv-00228 in the U.S. District Court for the Southern District of West Virginia).
- 1.22. Settlement Administrator.** “Settlement Administrator” means the non-Party entity responsible for settlement administration tasks, including: holding the MDL Settlement Fund in escrow; making disbursements from the MDL Settlement Fund pursuant to the Agreement, the Final Court Approval Order, and all other applicable Court orders; making any necessary mailings to FLSA Opt-Ins or to government authorities under the Class Action Fairness Act; issuing all required federal and state tax forms relating to

disbursements from the MDL Settlement Fund; and performing any other services as required under this Agreement or by order of the Court or requested by the Parties.

## **2. GENERAL SETTLEMENT TERMS**

- 2.1. Acknowledgement Of Settlement; No Admission Of Liability.** The FLSA Opt-Ins acknowledge and agree that this Agreement is a compromise and settlement of disputed claims and that neither the execution nor the terms hereof may be construed as an admission of liability on Lowe's part with respect to any disputed matter, such liability being expressly denied.
- 2.2. Releases And Dismissals.**
- (a) **Releases.** As more fully described in Section 3, to the extent allowed by law, each FLSA Opt-In releases his or her claims based on or reasonably related to the claims asserted in the Action under the FLSA and the laws of the state(s) in which he or she worked for Lowe's; and each Named Plaintiff further generally releases his or her claims against the Lowe's Releasees.
  - (b) **Dismissal Of Individual Claims.** Each FLSA Opt-In agrees to dismiss *with prejudice* his or her individual claims pending before the Court. As a result, the FLSA component of the *Danford* Action will be dismissed *with prejudice*.
  - (c) **Dismissal Of Class Claims.** In addition to their individual claims, the Named Plaintiffs agree to dismiss *without prejudice* the Putative State Law Class Claims they have brought under Federal Rule of Civil Procedure 23. No payments will be made to unnamed members of those putative classes under this Agreement (except to the extent such individuals are also FLSA Opt-Ins and receive Individual Settlement Amounts and/or Incentive Payments in that capacity), which reflects Plaintiffs' Counsel's assessment of the unlikelihood of the Court certifying the putative state-law classes. As a result, the Rule 23 Actions and the state-law component of the *Danford* Action will each be dismissed *with prejudice* as to the Named Plaintiffs' claims, and *without prejudice* as to the putative class claims.
- 2.3. Gross MDL Settlement Amount.** Lowe's will pay a Gross MDL Settlement Amount of Seven Million Four Hundred Fifty Two Thousand Eight Dollars and Eighteen Cents (\$7,452,008.18). This represents the maximum amount that Lowe's can be required to pay under this Agreement for any purpose, except that Lowe's also will bear responsibility for (x) applicable employer-side payroll taxes on portions of Individual Settlement Amounts that are designated as wages, and (y) the mediation fees for the services of Mr. Lee Parks incurred in connection with settling the Action and various related arbitrations.
- 2.4. Individual Settlement Amounts, Incentive Awards, And Settlement Administration Fees.**
- (a) Of the Gross MDL Settlement Amount, Two Million One Hundred Thousand Dollars and Zero Cents (\$2,100,000.00) shall be distributed as follows:

- i. Twenty-Five Thousand Eight Hundred Fifty Dollars and Zero Cents (\$25,850.00) to the Settlement Administrator for the services it will perform in connection with administering the settlement.
- ii. One Hundred Forty-Two Thousand Three Hundred Fifty Dollars and Zero Cents (\$142,350.00) shall be allocated as Incentive Awards as follows:
  1. Forty-Six Thousand Dollars and Zero Cents (\$46,000.00) to be distributed equally (Two Thousand Dollars and Zero Cents (\$2,000.00) each) to the Named Plaintiffs.
  2. Sixty-Six Thousand Five Hundred Fifty Dollars and Zero Cents (\$66,550.00) to be distributed equally (Eight Hundred Seventy-Five Dollars and Zero Cents (\$875.00) each) to the 76 FLSA Opt-Ins (other than Named Plaintiffs) who were deposed and participated in written discovery and have not been dismissed from the Action. Said FLSA Opt-Ins are indicated on Exhibit A.
  3. Twenty-Nine Thousand Eight Hundred and Fifty Dollars and Zero Cents (\$29,850.00) to be distributed equally (One Hundred Fifty Dollars and Zero Cents (\$150.00) each) to the 199 FLSA Opt-Ins who participated in written discovery but did not sit for a deposition and have not been dismissed from the Action. Said FLSA Opt-Ins are indicated on Exhibit A.
- iii. One Million Nine Hundred Thirty-One Thousand Eight Hundred Dollars and Zero Cents (\$1,931,800.00) to the 2,390 FLSA Opt-Ins (as listed in Exhibit A) to be distributed as follows:<sup>2</sup>
  1. One Million One Hundred Thirty-Two Thousand Six Hundred Forty-Five Dollars and Seventy-Seven Cents (\$1,132,645.77) to be paid to the 1,402 FLSA Opt-Ins who held Service and Support Manager or

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<sup>2</sup> The number of individuals listed for each of the subgroups of Opt-Ins in Paragraph 2.4(a)(iii) and corresponding notations in Exhibit A of individual membership in one or more subgroup(s) reflect employment data through May 1, 2021. The exact composition of each subgroup may change slightly based on updated data reflecting any positions held after May 1, 2021. The Parties will amend Exhibit A and this Paragraph as necessary prior to filing with the Court. Such revisions, if any will not alter the total number of individuals in the overall collective, the overall total distributed pursuant to this Paragraph 1.a.iii, or the per capita amount distributed pursuant to Paragraph 2.4(a)(iii)(3).

For clarity, the Parties further note that during the relevant time period through May 1, 2021, 21 individuals held both (a) Service and Support Manager or Department Supervisor positions *and* (b) Loss Prevention Manager positions, and are included in *both* of those subgroups. Those 21 individuals will receive an Individual Settlement Amount based on the workweeks during which they held each type of position, consistent with the applicable formula for each position type provided herein.

Department Supervisor positions<sup>3</sup> (hereinafter “SSM/DSs”) during the relevant time period (as indicated in Exhibit A). This amount shall be known as the SSM/DS Net Settlement Fund.

- a. Individual Settlement Amounts will be paid to each of the SSM/DSs from the SSM/DS Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. The Settlement Administrator will calculate the total amount that each of the SSM/DSs will receive. The Settlement Administrator will divide the SSM/DS Net Settlement Fund by the total number of work weeks the SSM/DSs were employed in SSM/DS positions between October 2, 2016 and March 1, 2022 (“SSM/DS Work Week Amount”). The Settlement Administrator will multiply the SSM/DS Work Week Amount by the total number of work weeks that each SSM/DS was employed between October 2, 2016 and March 1, 2022 to calculate each SSM/DS’s Individual Settlement Amount.
2. Seven Hundred Thirty-Nine Thousand Eight Hundred Twenty-Nine Dollars and Twenty-Three Cents (\$739,829.23) to be paid to the 218 FLSA Opt-Ins who held Loss Prevention Manager positions<sup>4</sup> during the relevant time period (hereinafter “LPMs”) (as indicated in Exhibit A). This amount shall be known as the LPM Net Settlement Fund.
    - a. Individual Settlement Amounts will be paid to each of the LPMs from the LPM Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. The Settlement Administrator will calculate the total amount that each of the LPMs will receive. The Settlement Administrator will divide the LPM Net Settlement Fund by the total number of work weeks the LPMs were employed in LPM positions between October 2, 2016 and March 1, 2022 (“LPM Work Week Amount”). The Settlement Administrator will multiply the LPM Pay Period Amount by the total number of work weeks that each LPM was employed between October 2, 2016 and March 1, 2022 to calculate each LPM’s Individual Settlement Amount.
  3. Fifty Nine Thousand Three Hundred Twenty-Five Dollars and Zero Cents (\$59,325.00) to be paid to the 791 FLSA Opt-Ins who did not hold SSM/DS or LPM positions between October 2, 2016 and March 1, 2022

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<sup>3</sup> Consisting of the following job titles: Back-End Department Supervisor; Front-End Department Supervisor; Night Ops Department Supervisor; Sales Floor Department Supervisor; Service Manager; Support Manager; and Temporary Service Manager.

<sup>4</sup> Consisting of the following job titles: Asset Protection & Safety Manager; Department Manager Loss Prevention & Safety; and Loss Prevention and Safety Manager.

and are only entitled to smartphone communication damages (hereinafter “Smartphone Opt-Ins”) (as indicated in Exhibit A). This amount shall be known as the Smartphone Opt-In Net Settlement Fund. Each Smartphone Opt-In shall be paid Seventy-Five Dollars and Zero Cents (\$75.00) from the Smartphone Opt-In Net Settlement Fund.

- (b) Should the Court disallow some or all of applied-for Incentive Awards, the disallowed amount will be redistributed among the FLSA Opt-Ins on a pro-rata basis, using the above distribution formula in Paragraph 2.4(a)(3)(iii).
- (c) The Individual Settlement Amount for each FLSA Opt-In shall be allocated as follows: (x) fifty percent (50%) as wages, for which the Settlement Administrator will issue IRS Form W-2s and any similar required state tax forms; and (y) fifty percent (50%) as liquidated damages, penalties and/or interest, for which the Settlement Administrator will issue IRS Form 1099s and any similar required state tax forms. Incentive Awards, where issued, shall be reported on the Form 1099s and similar state forms.

## **2.5. Attorneys’ Fees And Costs**

- (a) Plaintiffs’ Counsel may seek a total award of attorneys’ fees and costs from the Court of up to Five Million Three Hundred Fifty Two Thousand Eight Dollars and Eighteen Cents (\$5,352,008.18) of the Gross MDL Settlement Amount, representing the balance of the Gross MDL Settlement Amount after the payment of Individual Settlement Amounts, Incentive Awards, and Settlement Administrator Fees.
- (b) If Plaintiffs’ Counsel seeks a lesser award of attorneys’ fees and costs in the Final Court Approval Order than allowed for in Paragraph 2.5(a), or the Court reduces or disallows a portion of the amount applied for, the resulting balance shall, as ordered by the Court, be (x) allocated among the Individual Settlement Amounts of the FLSA Opt-Ins consistent with the above distribution formulas, and/or (y) distributed to a *cy pres* beneficiary designated by the Court.
- (c) A total award of attorneys’ fees and costs of less than the amount specified in Paragraph 2.5(a), whatever the cause, is not a basis for voiding, rescinding, or terminating this Agreement.

**2.6. Settlement Administration Costs.** To the extent the fees and costs of the Settlement Administrator exceed those allocated in Paragraph 2.4(a)(i), they will be satisfied out of the award of attorneys’ fees and costs made under Paragraph 2.5.

**2.7. No Reversion.** No amounts paid into the MDL Settlement Fund by Lowe’s will revert to Lowe’s.

### 3. RELEASES

- 3.1. Putative State Law Class Claims.** The Parties do not seek certification of a settlement class under Federal Rule of Civil Procedure 23(e). The Named Plaintiffs will each dismiss their pending Putative State Law Class Claims *without prejudice*, and their respective individual state law claims *with prejudice*, resulting in dismissal of each state-law action in its entirety. This reflects Plaintiffs' Counsel's assessment of the unlikelihood of the Court certifying the putative state-law classes
- 3.2. Release Of Claims By FLSA Opt-Ins.** The FLSA Opt-Ins each agree to fully and forever discharge and release each and every one of the Lowe's Releasees from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, that (x) accrued between October 2, 2016 and March 1, 2022, and (y) are based on or reasonably related to the claims asserted in the Action, and specifically for unpaid wages (including claims for regular wages, overtime, regular rate calculations, and gap time) under the FLSA and under laws of the state(s) in which they worked for Lowe's. For the avoidance of doubt, these releases include any and all claims for and rights to economic damages, non-economic damages, restitution, penalties, liquidated damages, and attorneys' fees or costs.
- 3.3. General Release Of Claims By Named Plaintiffs.**
- (a) In addition to the releases in Paragraph 3.2, the Named Plaintiffs (but not the FLSA Opt-Ins who are not Named Plaintiffs) each agree to fully and forever discharge and release each and every one of the Lowe's Releasees from any and all claims that they have or may have against the Lowe's Releasees, whether known or unknown, including, but not limited to, all claims that were or could have been asserted in the Action. This includes, but is not limited to, any claims for wages (including, but not limited to, overtime, gap time, straight time, and the calculation of the regular rate of pay), bonuses, employment benefits (including claims under continuing employee benefit plans or claims under the Employee Retirement Income Security Act of 1974 (ERISA)), stock options, restricted stock units, any other stock purchase plans of Lowe's subsidiaries or affiliates, or damages of any kind whatsoever, arising out of any common law torts, any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any theory of discrimination or harassment in any form, any legal restriction on Lowe's right to terminate employees, or any federal, state, or other governmental statute, regulation or ordinance, including, without limitation, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act, the National Labor Relations Act, the Consumer Protection Act, Sections 1981 through 1988 of Title 42 of the United States Code, Executive Order 11246, the FLSA, the Immigration Reform Control Act, the Occupational Safety and Health Act, or any other statutory or common law limitation or regulation of the employment relationship of federal, state, or other government law. For the avoidance of doubt, the released claims

include any and all claims for and rights to economic damages, non-economic damages, restitution, penalties, liquidated damages, and attorneys' fees or costs.

- (b) Named Plaintiffs shall not be prohibited from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the National Labor Relations Board ("NLRB"), or from exercising rights under Section 7 of the National Labor Relations Act ("NLRA"). In addition, Named Plaintiffs shall not be prohibited from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the Occupational Health and Safety Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), or any other federal, state, or local agency charged with law enforcement. In addition, nothing in this Agreement is intended to or shall prevent, impede, or interfere with Named Plaintiffs' non-waivable rights, without prior notice to Lowe's, to provide information to the government or engage in any other future activity protected under whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. However, by agreeing to this Agreement, Named Plaintiffs are waiving any right to individual relief based on claims asserted in such a charge or complaint, except where such a waiver of individual relief is prohibited. Named Plaintiffs hereby release and forever waive any private right to sue, and any associated applicable remedies which may be issued by any federal, state, or local agency.
- (c) If it is determined that any claim covered by this general release of claims cannot be waived as a matter of law, the Named Plaintiffs expressly agree that this general release of claims will nevertheless remain valid and fully enforceable as to the remaining released claims.

**3.4. Section 1542 Waiver.** The Named Plaintiffs expressly waive any and all rights under Section 1542 of the California Civil Code and any law of the United States or of any state or territory of the United States or of any other relevant jurisdiction, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code, which reads in full as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Named Plaintiffs acknowledge that they have separately bargained for the foregoing waiver of Section 1542.

The Parties intend that the provisions regarding the disputes released in this Agreement be construed as broadly as possible and incorporate similar federal, state, or other laws, all of which are similarly waived.

- 3.5. Agreement Regarding The Coordinated PAGA Cases.** The FLSA Opt-Ins expressly, voluntarily, and intentionally release and waive any right that they may have to contest (and agree not to contest) any settlement reached in the Coordinated PAGA Cases, including, but not limited to, purporting to object to any such settlement and/or filing any appeal relating to any such settlement. Nothing in this Paragraph shall preclude an FLSA Opt-In from accepting additional payment from Lowe's in the event that such payment is sent in connection with final resolution of the Coordinated PAGA Cases.
- 3.6. Certain Claims Not Released.** The Parties agree and acknowledge that the releases in this Agreement do not waive claims that: (i) may arise after this Agreement is executed, including claims arising under the Age Discrimination in Employment Act; or (ii) cannot lawfully be released in a settlement approved by a court.
- 3.7. Other Actions.** The FLSA Opt-Ins covenant that they will not participate in any other legal actions against the Lowe's Releasees for claims released pursuant to this Agreement, and will not opt-in, will withdraw any existing opt-in, and will dismiss any such action or themselves from any such actions.

#### **4. COURT ACTIONS AND APPROVALS**

- 4.1. Preparation Of Motion.** No later than fourteen (14) business days after the execution of this Agreement, Plaintiffs' Counsel shall provide to Lowe's, for review and approval, a draft motion for a Final Court Approval Order consistent with this Agreement.
- 4.2. Submission To Court.** Pursuant to the Court's order in the Action (ECF No. 81), Plaintiffs' Counsel shall file a motion for a Final Court Approval Order on or before April 8, 2022 (or such other date as may be ordered by the Court). Lowe's shall not oppose such motion except if and to the extent it is inconsistent with the Agreement.
- 4.3. Individual Releases.** Within twenty-three (23) days of execution of the Agreement (unless such period is extended by Lowe's), Plaintiffs' Counsel shall procure written authorization from each Named Plaintiff of their agreement to settle their respective claims in substantially the form provided in Exhibit B. For the avoidance of doubt, the Parties state that such individual releases may be validly executed prior to the execution of this Agreement.
- 4.4. Non-Applicability Of Rule 23(e).** The Named Plaintiffs agree that they are not seeking certification of any classes under Federal Rule of Civil Procedure 23, including of any settlement class pursuant to Federal Rule of Civil Procedure 23(e). Rather, the Named Plaintiffs agree to dismiss their pending Putative State Law Class Claims without any ruling on certification under Federal Rule of Civil Procedure 23. This reflects Plaintiffs' Counsel's assessment of the unlikelihood of the Court certifying the putative state-law classes.

- 4.5. Stipulation To Continued FLSA Certification.** Lowe's and the FLSA Opt-Ins stipulate, for settlement purposes only, to the continued certification by the Court of a collective action as to all FLSA Opt-Ins' FLSA claims. If for any reason the Court does not enter a Final Court Approval Order, or if this Agreement is lawfully terminated for any other reason, Lowe's reserves its right to seek decertification of the collective action previously conditionally certified by the Court.
- 4.6. Dismissals.** To the extent the Action is not dismissed by the Final Court Approval Order or other Court order, the Named Plaintiffs agree that upon issuance of the Final Court Approval Order, they will promptly dismiss their claims and actions pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). Individual claims will be dismissed *with prejudice*, and the Putative State Law Class Claims will be dismissed *without prejudice*.

## **5. ADMINISTRATION OF THE MDL SETTLEMENT FUND**

- 5.1. Settlement Administrator.** Plaintiffs' Counsel shall retain a Settlement Administrator, subject to the approval of Lowe's (which shall not be unreasonably withheld). The Parties agree to cooperate with the Settlement Administrator and assist it in administering the settlement. The Settlement Administrator (including fees and costs thereof) shall be compensated out of the Two Million One Hundred Thousand Dollars and Zero Cents (\$2,100,000.00) allocated to Individual Settlement Amounts, Incentive Awards, and Settlement Administration Fees, as set forth in Paragraph 2.4, and with any excess beyond that provided for in such Paragraph satisfied out of the award of attorneys' fees and costs made under Paragraph 2.5.
- 5.2. Timing Of Payments By Lowe's.** Lowe's will pay the Gross MDL Settlement Amount into the MDL Settlement Fund within fourteen (14) days of the Final Court Approval Order Effective Date.
- 5.3. No Claims Process.** FLSA Opt-Ins are not required to submit a claim form or other documentation of their claim in order to receive payment of their Individual Settlement Amount or any Incentive Award. Named Plaintiffs, however, must execute an individual release as provided for herein in order to receive their Individual Settlement Amount and Incentive Award.
- 5.4. Timing Of Payments To FLSA Opt-Ins.** The Settlement Administrator shall issue payments for the approved Individual Settlement Amounts and Incentive Awards from the MDL Settlement Fund to each FLSA Opt-In within thirty (30) days of the Final Court Approval Order Effective Date.
- 5.5. Timing Of Payments Of Attorneys' Fees And Costs And To Cy Pres Beneficiaries.** Within seventeen (17) days of the Final Court Approval Order Effective Date, the Settlement Administrator shall issue payment(s) from the MDL Settlement Fund in the

amounts ordered by the Court to Plaintiffs' Counsel and to any designated *cy pres* beneficiaries.

**5.6. Unclaimed Payments.**

- (a) FLSA Opt-Ins shall have one hundred fifty (150) calendar days after the date Individual Settlement Amounts and Incentive Awards are mailed to redeem the paid amounts, after which time the checks shall be void. In the event the amount of the uncashed check proceeds is greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), the unclaimed proceeds will (not later than one hundred seventy (170) calendar days from the original date of mailing of the checks) be allocated to FLSA Opt-Ins who cashed the first check on a proportional basis relative of the size of their original checks. Any checks from the second distribution that are not cashed within sixty (60) calendar days from the date of the mailing of the second distribution of checks shall be canceled or voided. In the case of both (a) amounts in unredeemed checks which are not redistributed, and (b) unredeemed checks from any second distribution, the Settlement Administrator shall promptly remit any such funds to the state unclaimed property fund(s) in the state(s) in which the relevant recipient(s) are last known to have resided. The Settlement Administrator shall report to Lowe's Counsel and Plaintiffs' Counsel within thirty (30) calendar days of such remittance of the identity of the FLSA Opt-Ins who did not redeem their Individual Settlement Amount or Incentive Award, the amount of such Individual Settlement Amount and Incentive Award, and the aggregate amount remitted to each state unclaimed property fund.
- (b) FLSA Opt-Ins who do not redeem their settlement checks remain bound by this Settlement, including (but not limited to) the releases in Section 3.

**5.7. Tax Forms.** The Settlement Administrator will cause to be timely and properly filed and issued all tax returns and tax forms, if any, necessary with respect to the MDL Settlement Fund and any and all payments therefrom.

**5.8. Tax Liability.** Lowe's and Plaintiffs' Counsel make no representations or warranties with regard to the tax consequences of the payments of the Individual Settlement Amounts or Incentive Payments. If a government taxing authority determines that any federal, state, or local taxes on those payments or any penalties or assessments thereon are due, the recipient of the corresponding payment is solely responsible for satisfying such amount due.

**6. ADDITIONAL PROVISIONS**

**6.1. Cooperation.** The Parties and their counsel agree not to take any action to encourage any FLSA Opt-In to exclude himself from, or object to, the settlement provided for by this Agreement. The Parties and their counsel agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Agreement, including all efforts contemplated by this Agreement and any other efforts that may become necessary or are ordered by the Court.

- 6.2. Non-Entry Of Final Approval Orders; Failure To Dismiss.** If for any reason the Court does not enter a Final Court Approval Order, an individual claim is not dismissed, or if this Agreement is lawfully terminated for any other reason, Lowe's reserves all of its defenses, rights, and remedies applicable to remaining claim(s), including, but not limited to, seeking decertification of the FLSA collective, opposing certification under Federal Rule of Civil Procedure 23, moving to dismiss, moving for summary judgment, defending at a trial, filing motions, and pursuing appeals. Likewise, Plaintiffs reserve all of their rights to assert their claims and seek all appropriate remedies. Under such circumstances, Lowe's and Plaintiffs' Counsel shall not cite to or use this Agreement in any other judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.
- 6.3. Confidentiality Of Agreement.** The Parties shall not disclose the terms of this settlement publicly until the motion for a Final Court Approval Order is filed.
- 6.4. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflict of laws principles thereof.
- 6.5. Consent To Continuing Jurisdiction And Forum Selection.**
- (a) The Court retains jurisdiction after entry of the Final Court Approval Order with respect to the interpretation, implementation, and enforcement of the terms of this Agreement, and all orders and judgments entered in connection therewith. The Court is the exclusive venue for such actions.
  - (b) The Parties acknowledge and agree that any action or proceeding arising in connection with this Agreement shall be resolved exclusively as provided in this Paragraph 6.5. The aforementioned choices of jurisdiction and venue are intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation or arbitration between the Parties with respect to or arising out of this Agreement in any jurisdiction or venue other than the applicable ones specified in this Paragraph.
- 6.6. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, whether oral or in writing, express or implied, between or among the Parties, and including but not limited to the Memorandum of Understanding executed on December 31, 2021. The Parties acknowledge that no other representations, inducements, promises, agreements, or warranties have been made to them or by them, or by anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance upon any such representation, inducement, promise, agreement, or warranty, and that no subsequent representation, inducement, promise, agreement, or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement, shall be valid or binding unless executed in writing by each of the Parties to this Agreement.

- 6.7. Materials Designated Confidential.** Notwithstanding Paragraph 6.6, the Parties and their Counsel remain bound by all protective orders and confidentiality designations made thereunder in the Action. The Parties and their Counsel will return and/or destroy all covered materials upon dismissal of the Action consistent with the terms of those orders.
- 6.8. Agreement To Be Construed Fairly.** This Agreement is to be construed fairly and not in favor of or against any Party, regardless of who drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.9. No Assignment.** Each of the Parties to the Agreement represents and warrants that there has been no assignment or other transfer of any interest in the claims which he, she, or it has or may have that are being released herein, and each Party owns all claims, demands, and causes of action which it releases by this Agreement, which release is free and clear from all liens, claims, and encumbrances. Each Party shall hold harmless the other from any liability, claims, demands, damages, costs, expenses, and reasonable outside attorneys' fees incurred by the defending Party as a result of any such assignment or transfer contrary to the foregoing representation.
- 6.10. Authority To Enter Into Agreement.** Each of the Parties represents and warrants that any person executing this Agreement on his, her, or its behalf has the full right and authority to enter into this Agreement on behalf of said Party, and has the full right and authority to execute this Agreement and to fully bind that Party to the terms and obligations of this Agreement. Each of the persons signing this Agreement on behalf of the Parties hereto makes the same warranties referred to herein.
- 6.11. Successors And Assigns.** The terms of this Agreement shall be binding upon the Parties and their agents, attorneys, employees, successors, assigns, and insurers.
- 6.12. Headings.** The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement or any provision of it.
- 6.13. Severability.** If any word, clause, phrase, sentence, or paragraph of this Agreement is declared void or unenforceable, such portion shall be considered independent of, and severable from, the remainder, the validity of which shall remain unaffected.
- 6.14. Signatures.** Facsimile and electronic signatures shall be deemed original signatures for all purposes and shall be binding upon the party whose counsel transmits the signature page by facsimile or email. The Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.
- 6.15. Effective Date.** Notwithstanding any provision that requires action by the Court or any other non-Party, this Agreement is effective upon:
- (a) Execution by each of the following: Lowe's; Lowe's Counsel; Plaintiffs' Counsel on their own behalf; and Plaintiffs' Counsel on behalf of the FLSA Opt-Ins; and

- (b) The Arbitration Settlement Agreement between Lowe's and approximately 188 former FLSA Opt-Ins (who subsequently initiated individual arbitrations, and who are not parties to this Agreement) becoming effective under the terms thereof.

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**SIGNED AND AGREED TO:**

**Lowe's:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**Lowe's Counsel:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**FLSA Opt-Ins (By Their Counsel):**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Plaintiffs' Counsel:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**SIGNED AND AGREED TO:**

**Lowe's:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**Lowe's Counsel:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**FLSA Opt-Ins (By Their Counsel):**


Dated: March 24, 2022

  
\_\_\_\_\_  
Signature

Kevin J. Stoops  
Print Name

**Plaintiffs' Counsel:**

Dated: March 24, 2022

  
\_\_\_\_\_  
Signature

Kevin J. Stoops  
Print Name

**SIGNED AND AGREED TO:**

**Lowe's:**

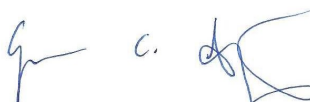
Dated: 3/24/22

  
\_\_\_\_\_  
Signature

R.S. "TREY" O'NEALE, II VP + ASSOCIATE GENERAL COUNSEL  
\_\_\_\_\_  
Print Name & Title

**Lowe's Counsel:**

Dated: 3/24/22

  
\_\_\_\_\_  
Signature

Jason C. Schwartz

\_\_\_\_\_  
Print Name

**FLSA Opt-Ins (By Their Counsel):**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Plaintiffs' Counsel:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

## **TABLE OF EXHIBITS**

- A: List of FLSA Opt-Ins (Including Indicators For Incentive Awards And Type Of Individual Settlement Award)**
- B: Model Named Plaintiff Release Form**

# **EXHIBIT A**

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
74258	ABBATI, DONNA D		Smartphone Only
1158610	ABRAMS, MICHAEL R.	Written Discovery	SSM/DS
796114	ABRIL, THERESA		SSM/DS
76121	ACE, EDWARD G.		Smartphone Only
1315258	ACOSTA, ERIKA		SSM/DS
2226095	ADAM, NIKKO		SSM/DS
1780553	ADAMOWICZ, MICHEAL		Smartphone Only
1037829	ADAMS, CHARLES J.		SSM/DS
1808522	ADAMS-HAGLER, GRETCHEN		SSM/DS
729521	ADLER, CHRISTOPHER PAUL		SSM/DS
1610977	AGOFF, CHASE		Smartphone Only
1124866	AGOSTA, CHRISTINE		SSM/DS
1313496	AGOSTINO, GERARD E.		SSM/DS
195520	AGUILAR, LEROY R.		SSM/DS
583732	AGUILAR, REFUGIO		LP/AP
1428798	AGUILERA, MATTHEW GENERO		SSM/DS
622023	AGUIRRE, JOHNNY		LP/AP
2212397	AGUIRRE, PAULA		Smartphone Only
1605967	AHLHEIM, KEITH		SSM/DS
1700401	AIKENS, CHELSEA		SSM/DS
612116	AIKENS, JANELL MICHELLE		Smartphone Only
528686	AKE, KELLY		LP/AP
2033076	AKERS, AUSTIN T	Written Discovery	Smartphone Only
208026	AKINS, ANDRE		Smartphone Only
2090464	AKINS, GEOFFRY		SSM/DS
26225	AL-GREENE, SHAWN	Written Discovery	Smartphone Only
2197249	ALABURDA, NATALIE		SSM/DS
1472354	ALBERT, ROBERT ANTHONY		SSM/DS
857597	ALCARAZ-CAMARILLO, JORGE		SSM/DS
1912318	ALCE, FAFA		Smartphone Only
1793882	ALDRIDGE, ROGER		SSM/DS
257764	ALEGRE, JENNIFFER		SSM/DS
2107379	ALEKNA, THOMAS	Written Discovery	SSM/DS
2072198	ALEXANDER, LAWANDA		LP/AP
2121880	ALFONZO, IVAN V		LP/AP
989825	ALLARD, MAURICE S.		Smartphone Only
744671	ALLEN, JEFFEREY ONEAL		Smartphone Only
879089	ALLEN, KATHLENE	Written Discovery	Smartphone Only
1866615	ALLEN, KEVIN		Smartphone Only
741186	ALLEN, MELISSA DENISE	Written Discovery	SSM/DS
1342463	ALLEN, SHAUN M.		LP/AP
595329	ALLEN, THERESA LYNN		SSM/DS
2345900	ALLIT, GABRIEL		LP/AP
1878863	ALTAMIRANO, CARL		SSM/DS
1929483	ALTO, BRIAN	Deponent	SSM/DS
932530	ALVARADO, JESSICA	Deponent	SSM/DS
1429601	ALVARADO, PETE		SSM/DS
872708	ALVARADO, RICARDO SALAS		Smartphone Only
1224646	AMAN, REBECCA		SSM/DS
1022714	ANDERSEN, NICHOLAS DUKKYU	Written Discovery	LP/AP
1358798	ANDERSON, ANTELLIA		SSM/DS
1610447	ANDERSON, ERIN ALISA		Smartphone Only
2352399	ANDERSON, JEFF		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
1621019	ANDERSON, JOSEPH		Smartphone Only
71086	ANDERSON, JOSEPH J.		Smartphone Only
1892179	ANDERSON, LANCE		SSM/DS
156100	ANDERSON, LINDA R.		Smartphone Only
2462286	ANDERSON, MICHAEL		SSM/DS
1852236	ANDERSON, RAMONA		Smartphone Only
1263395	ANDERSON, RONALD D.	Named Plaintiff	SSM/DS
1561170	ANDREWS, SOPHIA JANE		SSM/DS
1152221	ANGAD, LINDA YOLANDE		Smartphone Only
1768046	ANNIS, JOSHUA		LP/AP
78436	ANSON, KATHRYN S.		Smartphone Only
777923	ANTEE, OKEEFE		Smartphone Only
22878	ANTHONY, SCOTTIE		Smartphone Only
676137	ANTICO, DAWN		Smartphone Only
1976525	ANTONUCCI, NICHOLAS		SSM/DS
1280536	ARABIAN, JAMES A		SSM/DS
1735858	ARBOUR, RACHAEL		Smartphone Only
1997964	ARENDT, MICHELLE		LP/AP
1892972	ARENS, MATTHEW	Deponent	SSM/DS
1292669	ARJUNE, RAJESH		SSM/DS
126253	ARMS, JEFFREY THOMAS		SSM/DS
1001408	ARMSTRONG, LISA M.	Written Discovery	SSM/DS
1718656	ARMSTRONG, SUSAN		SSM/DS
1991802	ARMSTRONG, TRAVIS		SSM/DS
1425975	ARNHEITER, PAMELA ANN		SSM/DS
662810	ARNOLD, AARON LEE		Smartphone Only
1234322	ARRADONDO, VERONICA M.		Smartphone Only
910387	ARROYO, LUCIO	Deponent	SSM/DS
2095994	ASHTON, EDDIE		Smartphone Only
1908359	ATBASH, IHAB		Smartphone Only
2341020	ATWOOD, ISAAC		SSM/DS
2138183	AUBREY, JAMES		LP/AP
1386260	AUBREY, RONNY		Smartphone Only
2051013	AUCOIN, PAUL		SSM/DS
1721642	AULD, CHRIS		SSM/DS
684295	AUNGIE, MAYLYNN K.		SSM/DS
800068	AUSTIN, AMBERLY R.		SSM/DS
1534931	AUSTIN, SARAH ELIZABETH	Deponent	SSM/DS
1282022	AVERY, JEFFERY MARK		SSM/DS
1252730	AXIOTIS, MICHAEL A.	Written Discovery	SSM/DS
1851872	AYALA, ANGEL		SSM/DS
20276	AYRES, SHAWN A.	Written Discovery	SSM/DS
1671930	BABS, WAYNE		Smartphone Only
2381226	BACARRO, KELEE		SSM/DS
2212007	BADAGLIACCA, CARMEN	Written Discovery	Smartphone Only
1235873	BADERTSCHER, THOMAS		Smartphone Only
1897144	BADGER, JENINE		SSM/DS
235361	BADGER, PRESTON VINCENT		SSM/DS
1971906	BAENEN, PAIGE		SSM/DS
1584425	BAERNY, PETER ALAN		SSM/DS
1722937	BAEVER, BRUCE		Smartphone Only
1535855	BAILEY, JEREMY		SSM/DS
1455739	BAILEY, LARRY GENE		SSM/DS
1989711	BAILEY, SUZANNE	Written Discovery	SSM/DS
96226	BAILLARGEON, MICHAEL J.	Written Discovery	SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1351262	BAILLIE, PATRICIA LOU		SSM/DS
102376	BAKER, KENNETH C.		Smartphone Only
1601817	BAKER, WILLIS J.		Smartphone Only
1095269	BALCAZAR, MIGUEL		SSM/DS
1298047	BALDASARE, ANNMARIE		LP/AP
1089556	BALDWIN, CHRISTOPHER SEAN		Smartphone Only
2405169	BALLEW, CAMERON TYLER		LP/AP
1323089	BANING, RYAN MURRAY		SSM/DS
1896724	BARBER, TERRANCE	Written Discovery	SSM/DS
1349970	BARCELLOS, LORI		SSM/DS
78027	BARFIELD, HELEN B.		Smartphone Only
908861	BARICZA, TIMMOTHY		SSM/DS
1388501	BARKANIC, GARY J	Written Discovery	Smartphone Only
1457188	BARKER, CHANCEY LORAN		SSM/DS
1044169	BARKSDALE, ROBERT		SSM/DS
1009194	BARNES, BRANDON DOUGLAS		SSM/DS
1070385	BARNES, ERIC STEVEN		SSM/DS
2392431	BARNES, KRISTIAN		SSM/DS
9888	BARNES, WILLIAM E		Smartphone Only
1501189	BARNETT, BRENARD ALEXANDER		Smartphone Only
2414811	BARNHART, BARRY		SSM/DS
1947773	BARNHART, BRANDON		Smartphone Only
5731	BARNHART, KEVIN		SSM/DS
646395	BARRERA, ERIN LENNETTE	Named Plaintiff	SSM/DS
1955061	BARROSO, CLAUDIA		SSM/DS
1046856	BARRY, ROBERT M.		SSM/DS
1057340	BARTEL, MICHAEL TODD		SSM/DS
2192149	BARTLOW, TIMOTHY		SSM/DS
1703944	BARTON, JOHN		Smartphone Only
1509043	BARTON, REX A.		SSM/DS
1737803	BASHAM, ERIC		LP/AP
2455891	BASHAW, THOMAS		SSM/DS
1065848	BASS, EDWARD R.		Smartphone Only
1418062	BASTON, ELI F.		SSM/DS
1488795	BATES, TIMOTHY DEL		SSM/DS
1052699	BAUGH, ANDREW SCOTT		SSM/DS
2408657	BAUGH, LISA		SSM/DS
2340443	BAUMGARDNER, CATHERINE		SSM/DS
1305271	BAYLISS, JENNIFER E.		Smartphone Only
598372	BAYNE, JAMES		LP/AP
1131687	BEAN, DAYMOND K.		Smartphone Only
771731	BEAN, JASON A.		SSM/DS
85584	BEATTIE, JOEL B.		Smartphone Only
727566	BEAULIEU, BRITTIAN LEIGH	Deponent	SSM/DS
1061769	BEAUREGARD, RAYMOND H.		SSM/DS
1206571	BECK, AUSTIN LEE		SSM/DS
188314	BECK, CHRISTOPHER		Smartphone Only
182793	BECK, JAMES		SSM/DS
2394384	BECK, MICHAEL		SSM/DS
1685089	BEECHER, NICOLE MARIE		Smartphone Only
1390739	BELASKI, JENNIFER	Written Discovery	SSM/DS
1494903	BELK, ARLEY ANTHONY		Smartphone Only
818585	BELL, MAX ALAN		Smartphone Only
1317951	BELL, STEVEN	Written Discovery	LP/AP
1492796	BELLAHRIR, MOHAMED		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1347691	BELLINGER, TRAVIS		SSM/DS
900531	BENATTI, GINO JOHN		Smartphone Only
2367589	BENCOMO, ALEXANDER		SSM/DS
1929969	BENDER, KURT		Smartphone Only
754497	BENEDICT, DANIEL B.		Smartphone Only
973665	BENEFIELD, ARIEL		SSM/DS
2280546	BENNER, RANDALL		SSM/DS
2387920	BERARDI, MARK		SSM/DS
1852716	BERG, DAVID		Smartphone Only
42181	BERGERON, DANNY J.		SSM/DS
1685997	BERGERON, STEVEN R.		Smartphone Only
1780192	BERGIN, KATHLEEN		Smartphone Only
2201324	BERKHOUT, MICHAEL		LP/AP
607672	BERKSHIRE, PAULA J.		SSM/DS
990296	BERLUCHAUX, JENNIFER COWELL		SSM/DS
614006	BERMEA, RACHAEL ANN		SSM/DS
727811	BERNATOWICZ, STEVEN A.		Smartphone Only
1416314	BERNS, JOSHUA JAMES		SSM/DS
1967406	BERRY, DAVID	Deponent	SSM/DS
1945780	BETANCOURT, ARMIDA		Smartphone Only
599139	BEVERLY, BARBARA ANN	Written Discovery	Smartphone Only
1075170	BEZDEK, JEFFREY R.	Written Discovery	SSM/DS
712346	BIDDISON, DENISE		SSM/DS
278602	BIEZEWSKI, JOSEPH F.		Smartphone Only
1551729	BILYEU, HEATHER GRACE		SSM/DS
1533949	BINDER, PAMELA K.		SSM/DS
1197509	BINGHAM, COOLEY		SSM/DS
1427913	BIRCH, DOUGLAS RANDOLPH		SSM/DS
2103085	BIRDWELL, GARY		SSM/DS
1113314	BIRKENTALL, JAMES D.		SSM/DS
1251182	BIRT, LEVI LAVELLE		Smartphone Only
696576	BISCHOFF, THOMAS		SSM/DS
883576	BISHOP, KATHERINE LOUISE		SSM/DS
660601	BISHOP, THOMAS RAY		SSM/DS
1763075	BITTENBENDER, MATTHEW		SSM/DS
1787188	BLACK, BRADLEY ERINN		SSM/DS
1850566	BLACK, DANA		SSM/DS
591367	BLACKMON, MICHAEL		SSM/DS
1566607	BLAIR, CODY	Written Discovery	LP/AP
2129664	BLAIR, HERBERT		Smartphone Only
567594	BLAKE, BRIAN ADRIAN	Written Discovery	LP/AP
1594166	BLAKE, KRIS C.		LP/AP
55249	BLAKEMORE, LASHONDA	Deponent	SSM/DS
2661106	BLAKENEY, LAKIVA		SSM/DS
1743090	BLAN, JOE	Written Discovery	Smartphone Only
1133438	BLASICK, HILARY		Smartphone Only
1704254	BLECHLE, CHRISTOPHER		Smartphone Only
1930708	BLIGHT, DAVID		SSM/DS
1961140	BLINSINGER, RONALD		Smartphone Only
958719	BLOT, ANGELIA		LP/AP
2336869	BOAS, JANET		SSM/DS
1986834	BOCANEGRA, ELIAS		Smartphone Only
2446203	BOERCKER, WILLIAM		LP/AP
1849342	BOETCHER, RYAN		SSM/DS
1971119	BOETTGE, CHRIS D		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
100595	BOETTNER, MARY BETH		Smartphone Only
1129007	BOGAERT, NICOLE CHEREE		SSM/DS
213763	BOHNERT, ADAM LEE		SSM/DS
609397	BOLDEN, NUGENE A		SSM/DS
2090196	BONANNO, BRIAN		LP/AP
1887840	BOND, ERICKA		SSM/DS
1730424	BOND, JOSEPH		LP/AP
599792	BOND, LEAH NICOLE		SSM/DS
1381586	BOND, RICHARD		LP/AP
1706512	BONTEMPS, KEVIN C.		Smartphone Only
1249843	BOOKER, ANTHONY		Smartphone Only
699867	BOOKER, HOWARD	Written Discovery	Smartphone Only
23033	BOONE, DAVID CARL		SSM/DS
1400445	BOOP, BREANNA		Smartphone Only
1710977	BORCHARDT, DAVID		Smartphone Only
941905	BORCHERDING, EVAN MICHAEL		LP/AP
1737238	BORDEN, LARRY	Written Discovery	LP/AP
1205857	BORNE, JAMES	Written Discovery	SSM/DS
1838494	BOROFF, ALISON		SSM/DS
2166287	BOSTER, BRUCE		Smartphone Only
631895	BOTELHO, KIMBERLEY A.	Written Discovery	Smartphone Only
195838	BOUDREAUX, REBECCA L		SSM/DS
1878469	BOULTON, JONATHAN MATHEW		SSM/DS
212478	BOURGEOIS, DEBORAH D.		Smartphone Only
1667645	BOURQUE, HANNAH MAE		Smartphone Only
1073221	BOWDEN, KATHERINE M.		SSM/DS
1112967	BOWEN, DAVID		LP/AP
2139485	BOWEN, KATHERINE		SSM/DS
849527	BOWEN, MARK A.		Smartphone Only
1820976	BOWENS, DARRYL		Smartphone Only
926415	BOWER, DAVID ALLEN		SSM/DS
2339552	BOWERS, SCOTT		LP/AP
711408	BOWERS, YVONNE SHORT		Smartphone Only
2485163	BOWES, SUSANNE	Written Discovery	SSM/DS
842398	BOWLES, BRIAN L.		SSM/DS
2526168	BOWMAN, DOUGLAS		SSM/DS
1240913	BOYCE, LUCAS MICHAEL		SSM/DS
1502202	BOYD, FRANKLIN		LP/AP
1968199	BOYD, JORDAN		SSM/DS
107738	BOYER, ERROL		SSM/DS
129357	BRABITZ, CHRISTOPHER JAMES		SSM/DS
1911884	BRACERO, TARA		LP/AP
186599	BRADBURY, KEVIN E.		SSM/DS
1841882	BRADLEY, VERNELL		SSM/DS
2037256	BRADY, BRENNAN		SSM/DS
2453120	BRALEY, BRANDY	Deponent	LP/AP
2145533	BRANCH, JERRY		Smartphone Only
2082879	BRANCH, LEVI	Written Discovery	LP/AP
1177378	BRANCH, LISA NICHOL		LP/AP
127388	BRANDES, DIANA L.	Deponent	SSM/DS
2111969	BRANGER, KELSEY		SSM/DS
1866373	BRANTLEY, STEVEN-REA		SSM/DS
204998	BRASSE, NANCY J.		SSM/DS
184115	BRAXTON, CAROLYN DIANE		Smartphone Only
995875	BREAUX, NOLAND JAMES		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
2203098	BRENDMOEN, JEFFERY		SSM/DS
1795474	BRESLER, NICHOLAS		SSM/DS
1612268	BRIGHTON, SCOTT ALAN	Written Discovery	SSM/DS
2431356	BRIMLEY, ROBERT	Deponent	SSM/DS
1529833	BRINGARD, BRADLEY		Smartphone Only
1875306	BRINKLEY, DWIGHT		SSM/DS
176111	BRISCOE, MARION A		Smartphone Only
4778	BRITTON, JOHN M.		Smartphone Only
1817745	BROCKMEIER, JOHN		Smartphone Only
892984	BROD, MICHAEL LEN	Written Discovery	SSM/DS
801782	BROOKER, MICHELLE L.		LP/AP
814164	BROOKS, BILLY R.		LP/AP
1986202	BROOKS, KEITH		SSM/DS
13441	BROOKS, SHIRLEY A.		Smartphone Only
1486945	BROOKS, THOMAS RICHARD		Smartphone Only
1889635	BROOME, PAUL		SSM/DS
1597252	BROTHERS, JENNIFER LYNN		Smartphone Only
2350542	BROWN, ANGELA		SSM/DS
69311	BROWN, CAROL		SSM/DS
1487573	BROWN, CHARLES RICHARD		SSM/DS
1522446	BROWN, CYNTHIA L.		Smartphone Only
641289	BROWN, DEENA A.		SSM/DS
1206151	BROWN, ELIZABETH M.		Smartphone Only
1495181	BROWN, GREGORY		Smartphone Only
723656	BROWN, JEFFREY L.		SSM/DS
772400	BROWN, JENNIFER A.		LP/AP
2484969	BROWN, JUDITH		SSM/DS
168086	BROWN, MERYL		Smartphone Only
1299624	BROWN, MONTRELL EUGENE		Smartphone Only
1255312	BROWN, PHILIP R.		Smartphone Only
2094010	BROWN, RICHARD		SSM/DS
1807554	BROWN, RUSSELL	Deponent	SSM/DS
1820996	BROWNE, ADRIAN	Written Discovery	LP/AP
2179414	BROWNE, DAVID R.	Written Discovery	SSM/DS
1084353	BRUMFIELD, CARLESE		Smartphone Only
2400873	BRYANT, LACONDRA		LP/AP
2466771	BRYDIE, JAJUAN	Written Discovery	LP/AP
1964403	BUA, ANTHONY		LP/AP
1822852	BUCKLER, JOSEPH		Smartphone Only
1795348	BUCKNER, DAVID		Smartphone Only
1933006	BUDDIE, BRIAN		SSM/DS
1561879	BUENO, FRANCISCO J.		SSM/DS
729217	BUIE, STEVEN J.		SSM/DS
1115566	BULLOCK, CLEONE RENEE		Smartphone Only
2518	BURCHFIELD, LARRY ALLEN		SSM/DS
1198538	BURGESON, MICHAEL DANIEL		Smartphone Only
2083303	BURGESS, CHERYL		LP/AP
2097201	BURGESS, JAMES		Smartphone Only
719352	BURKE, DENISE E.		SSM/DS
130458	BURKET, TERRI		Smartphone Only
1676103	BURNETT, ROBERT D.		SSM/DS
896857	BURNETT BANKS, BETTYE J.		SSM/DS
2161094	BURNHAM, LAWRENCE	Written Discovery	SSM/DS
1885354	BURRIS, JOSHUA		SSM/DS
1223646	BURRIS, META		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
945047	BURROUGHS-DOUGLAS, ELOUISE		SSM/DS
1731768	BURT, MELISSA KAYE		Smartphone Only
1890658	BURWELL, BRAD		Smartphone Only
2020432	BUSS, MICHAEL		Smartphone Only
814606	BUTCH, CHARLES RICHARD		Smartphone Only
1480109	BUTLER, CHAD		SSM/DS
1225867	BUTLER, HANNAH		SSM/DS
211342	BUTLER, JAMES DAVID		Smartphone Only
2609888	BUTLER, JIMMY		SSM/DS
1868511	BYERS, MARCELLA	Written Discovery	Smartphone Only
1247425	CABALLERO, GRETCHEN MARIE		Smartphone Only
202584	CADE, KENNETH W.		Smartphone Only
1036519	CAGNINA, ALBERTO		SSM/DS
1043294	CAIN, DIANNA L.		SSM/DS
52883	CALDWELL, MICHELE		SSM/DS
175930	CALLAHAN, CHRISTOPHER D.		SSM/DS
1958599	CALLAHAN, LINDA		SSM/DS
133643	CALLAWAY, JENNIFER		Smartphone Only
903038	CALVO, JOSE		Smartphone Only
1774520	CAMERON, RONALD		Smartphone Only
33052	CAMPBELL, CATHERINE A.	Deponent	Smartphone Only
1076778	CAMPBELL, VALENCIA NICOLETTE	Written Discovery	SSM/DS
1928780	CAMPOS QUEZADA, JULIETA		Smartphone Only
626020	CANADY, BRADFORD		SSM/DS
1432360	CANADY, DANIEL ERIC		SSM/DS
62111	CANALES, ALBERT C.		Smartphone Only
864122	CANTRELL, CRISTIN RENE		SSM/DS
1461673	CANTY, BRIANNA		SSM/DS
589460	CARABIA, LUKE R		Smartphone Only
1090059	CARBAJAL, CARLOS H.		Smartphone Only
1274709	CARDENAS, MARICELA RAQUEL		SSM/DS
874707	CARGILE, ROBERT N.		SSM/DS
179942	CARIAS, ANTONIO		Smartphone Only
295812	CARLE, RICHARD		SSM/DS
1367509	CARLISLE, KATHY ANN		SSM/DS
1507109	CARLSTEAD, HEATHER GRAY		SSM/DS
1870614	CARMAN, WILLIAM		SSM/DS
1934571	CARMINE, FRANK		LP/AP and SSM/DS
1913716	CARON, STEPHANIE L		SSM/DS
2244363	CARPENTER, CYNTHIA		SSM/DS
845999	CARPENTER, RICKY		SSM/DS
1693598	CARPENTER, WANDA		SSM/DS
1237617	CARR, ALEXIS D.		Smartphone Only
176865	CARR, JONI LYN		Smartphone Only
619093	CARROLL, CHARLES GEOFFREY	Written Discovery	Smartphone Only
853801	CARROLL, RICHARD		Smartphone Only
1121985	CARSTENS, JOHN I.		LP/AP
1124807	CARSWELL, SAMUEL ABEL		SSM/DS
1271418	CARUSO, MARK	Written Discovery	SSM/DS
1265098	CASABURA, THOMAS		Smartphone Only
1013082	CASE, DAVID B.	Written Discovery	SSM/DS
2448814	CASNER, ERIC		SSM/DS
2182471	CASTILLO, EVELYN	Written Discovery	SSM/DS
1920464	CASTILLO, JESSE		SSM/DS
1077862	CASTLEMAN, GLENN M.		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
1489162	CASTRO, AMANDA R		SSM/DS
1002881	CATHCART, NICHOLAS MARSHALL		SSM/DS
995929	CAVALLARO, KRYSTAL LYNN		SSM/DS
1322282	CAYLEN, MICHAEL		Smartphone Only
2156420	CAYTON, WAYNE		SSM/DS
1305568	CELESTINE, SYLVESTER	Written Discovery	Smartphone Only
2222172	CHABRA, GENE STEPHEN		SSM/DS
1846994	CHALUPSKY, JULIE	Written Discovery	SSM/DS
1029886	CHAN, CHRISTOPHER		Smartphone Only
2113094	CHANEY, JUSTIN		LP/AP
1989377	CHAPMAN, KATHRYN		SSM/DS
684601	CHAPUT, EDMUND P.		Smartphone Only
1440183	CHARLOT, SUZANNA		SSM/DS
2020310	CHAVEZ, RALPH		Smartphone Only
1324641	CHAVEZ, VERONICA		Smartphone Only
1213033	CHAVEZ, YVONNE		Smartphone Only
15432	CHEATHAM, STEVEN		Smartphone Only
1737709	CHENEVERT, CATHERINE		SSM/DS
603777	CHENG, JUANITA ELIZABETH	Deponent	Smartphone Only
745525	CHERRY, BRAD A.		SSM/DS
1737449	CHERRY, CAREN		SSM/DS
958753	CHERRY, ROBERT L.		Smartphone Only
1102661	CHESTER, KATY J.		Smartphone Only
1052070	CHIAM, VANNAT		SSM/DS
1412448	CHILBERT, JONATHAN R.		SSM/DS
1675747	CHILDS, RHODA E.		LP/AP
2076298	CHILSON, AMANDA		Smartphone Only
1889964	CHILSON, MELVIN CLEVELAND		SSM/DS
1959576	CHIR, JESS		SSM/DS
1808551	CHISM, JOHN DAVID	Deponent	SSM/DS
1269392	CHMARENKO, DANIEL	Deponent	SSM/DS
1690469	CHOATE, CHRISTOPHER LEE		SSM/DS
126240	CHRISCO, MELISSA		SSM/DS
133036	CHRISTIAN, REGINA I.		Smartphone Only
2163725	CHRISTIENSEN, SHANNON		SSM/DS
993710	CIOTTI, ANTHONY J.		SSM/DS
960698	CLARE, LYNNETTE M.		SSM/DS
847961	CLARK, JON JAMES		SSM/DS
1485717	CLARK, LUKE E.		SSM/DS
1613767	CLARK, TANISHA		Smartphone Only
1037860	CLARKE, CHRISTOPHER C	Written Discovery	Smartphone Only
796671	CLARKE, KELLI MEGAN		SSM/DS
956069	CLARKE, ROBERT EVERETTE		SSM/DS
1492621	CLAYTON, CEPHAS		SSM/DS
556268	CLEAVANGER, KERRY D.	Named Plaintiff	LP/AP
1632187	CLELLAND, STANFORD L.		SSM/DS
1973191	CLEMENTS, THOMAS	Written Discovery	SSM/DS
1251564	CLEMMONS, BRANDICE		SSM/DS
973212	CLEMONS, SONYA		Smartphone Only
1789787	CLEVANGER, CINDY		SSM/DS
596748	CLINE, ANGELIC DAWN		Smartphone Only
1914137	CLINE, ELIZABETH		SSM/DS
1810326	CLOUD, COREY		SSM/DS
502927	COATS, ELIZABETH A.		SSM/DS
1234018	COBB, ERICA LEE		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
593714	COBB, JILLIAN		Smartphone Only
94516	COBLE, KATIE MADEA		SSM/DS
587845	COBURN, JAMES G		SSM/DS
1315487	COCHRAN, JOSHUA		Smartphone Only
1385341	CODD, HENRY WALLACE		Smartphone Only
1572904	COFFEY, FRANCIS J.	Written Discovery	SSM/DS
755603	COLBAUGH, CHRIS A.		LP/AP
2011717	COLEMAN, JORDAN	Deponent	SSM/DS
1325516	COLEMAN, JOSEPH PARKER		Smartphone Only
782934	COLEY, MARITZA	Written Discovery	Smartphone Only
1937666	COLEY, MICHELLE A		SSM/DS
2264039	COLGAN, ELIZABETH		SSM/DS
1364433	COLLEGE, JILL RENEE		Smartphone Only
574342	COLLINS, CHRISTOPHER SCOTT		LP/AP
1832743	COLLINS, PRINCESS LADONNA		Smartphone Only
233239	COLLINS, ROBERT		Smartphone Only
2193834	COLQUETTE, BRADLEY		Smartphone Only
1719287	COMBS, SHERMAN		Smartphone Only
770865	COMER, MARK WADE		SSM/DS
1947072	COMSA, SEAN		SSM/DS
2192460	CONLEY, DANIEL		SSM/DS
1714006	CONRAD, JASON		SSM/DS
1889881	CONYERS, ZAIRE		SSM/DS
1077144	COOK, EIDA		SSM/DS
1276204	COOKE, BRANDON SETH		SSM/DS
3038346	COOPER, ABRAHAM		Smartphone Only
1383399	COOPER, CLAYTON GUY		SSM/DS
1448324	COOPER, DANIEL		Smartphone Only
991668	COOPER, JAMES CALVIN		SSM/DS
78852	COPELAND, APRIL JEWEL		SSM/DS
1487550	CORBIN, STEPHENIE K.		SSM/DS
757161	CORDELL, RODNEY L.	Written Discovery	Smartphone Only
773013	CORDOVA, RUDY		SSM/DS
208812	CORNELIUS, KEVIN O.		Smartphone Only
1874597	CORSON, KRIS	Written Discovery	Smartphone Only
1295049	CORTEZ, ERICA MONIQUE		Smartphone Only
1060067	CORZO, LESTER YOEL		Smartphone Only
2336792	COSTA, RONALD		SSM/DS
1609133	COTHRAN, GREGORY ALLAN		Smartphone Only
2451974	COTTRELL, TIMOTHY		LP/AP
2350608	COUCHMAN, ROBERT		LP/AP
1363969	COUNCIL, SHERONDA L.		Smartphone Only
721140	COUNTRYMAN, RANGER WADE		SSM/DS
776108	COUTO, ROBERT		SSM/DS
873055	COVIN-WILLIAMS, ANDRE		Smartphone Only
153155	COWAN, CHARLES		Smartphone Only
1867195	COX, DARRELL		SSM/DS
50937	COYLE, FRANCIS THOMAS		SSM/DS
1070178	CRAFT, BRANDON		Smartphone Only
785250	CRAFT, ROBERT E.		SSM/DS
2332346	CRAMER, ZACHARY		LP/AP
1428786	CRANDALL, ERIC		Smartphone Only
2516510	CRAWFORD, AHMAD		SSM/DS
129257	CREEKMORE, MICHAEL D.		Smartphone Only
677890	CREEL, PATRICK		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1749989	CREIGHTON, RYAN		Smartphone Only
33056	CRIDER, DIANE V.		Smartphone Only
834286	CRIST, CRISTOPHER JARROD		SSM/DS
1081076	CRISWELL, WILLIAM ORAN		SSM/DS
15806	CROFF, DEBRA MARIE		Smartphone Only
1853019	CROOK, PAUL		SSM/DS
2430240	CROOKS, KELLI	Written Discovery	SSM/DS
1850285	CROOP, BRANDY		SSM/DS
1905561	CROSS, LEANNE SAMESHIMA		SSM/DS
1114056	CROW, THOMAS E.	Deponent	SSM/DS
1047890	CROWSON, JENNIFER A.		SSM/DS
113760	CRUCHLEY, SCOTT		SSM/DS
595086	CRULL, ELIZABETH		Smartphone Only
1155911	CRUTSINGER, DONNA L.		Smartphone Only
1440254	CRUZ, EMILY RENEE		Smartphone Only
1806335	CRUZ, VICTOR	Written Discovery	Smartphone Only
1752228	CUNDIFF, DUSTIN LEE		SSM/DS
1380728	CUPP, CODY		SSM/DS
2362822	CURNEW, SHAWN		SSM/DS
3722	CURREN, AMY R.		SSM/DS
1011675	CURRENT, JOSHUA ALAN		SSM/DS
808944	CURRIE, CHRISTOPHER R.		Smartphone Only
1330625	CURRY, VANESSA T.		Smartphone Only
1756254	CURTIS, UNI		SSM/DS
1074762	CURTISS, KEITH D.		SSM/DS
1426534	CUSELLA, MARY ANN C		SSM/DS
1723286	CZLAPINSKI, JOSEPH	Written Discovery	Smartphone Only
889226	D ANGELO, ELIZABETH A.		SSM/DS
1533558	DADDATO, ROBERT D.		SSM/DS
990334	DAHLGREN, PATRICK BARTHOLD		SSM/DS
1333959	DALESIO, TRACEY		SSM/DS
817337	DAME, ROBERT		LP/AP and SSM/DS
1747876	DAMON, MARK		SSM/DS
1556750	DANFORD, DANIEL NICHOLAS	Named Plaintiff	SSM/DS
911103	DANFORD, DAVID G.		SSM/DS
1860783	DANIEL, CHRISTOPHER LEE		Smartphone Only
135909	DANIEL, GLENN A.		Smartphone Only
18850	DANIELS, BRANDY ANN		SSM/DS
2343832	DANIELS, NATASHA J		SSM/DS
181640	DANIELS, SHANTA J.		Smartphone Only
1287129	DANNER, JUBAL		SSM/DS
1470404	DARNELL, DOUGLAS		Smartphone Only
1564851	DARWIN, ZACHARY ERASMUS		Smartphone Only
2234815	DASILVA, DEREK		LP/AP
1483095	DAUSCH, JAMES		SSM/DS
1304621	DAVIDSON, GEORGE L.		SSM/DS
1684187	DAVIS, CHARLES		Smartphone Only
178761	DAVIS, EARL CHRISTOPHER		SSM/DS
2121697	DAVIS, HEATHER		Smartphone Only
897247	DAVIS, HOLLY A.		Smartphone Only
1982014	DAVIS, JAMES		SSM/DS
1213382	DAVIS, JAMES TROY		SSM/DS
67489	DAVIS, JANNETTE J.		Smartphone Only
641049	DAVIS, JOHNATHON N.		SSM/DS
835948	DAVIS, JOHNNY E.	Written Discovery	Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1100067	DAVIS, KENNETH		Smartphone Only
1349716	DAVIS, KIMBERLY		SSM/DS
1601107	DAVIS, LISA C.		Smartphone Only
945668	DAVIS, PAUL GENE		SSM/DS
1905061	DAVIS, WALTER		SSM/DS
2325964	DAWSEY, JAMES		SSM/DS
1989677	DAY, COREY		SSM/DS
829738	DECELLE, DAVID ALLEN		Smartphone Only
788701	DEEMS, JOSHUA L.		Smartphone Only
1627218	DEEN, DAVID M.		SSM/DS
1472025	DEIB, HAMZA D		LP/AP
1471532	DEL BOCCIO, MICHAEL		SSM/DS
603240	DELANEY, MANUEL G		Smartphone Only
156771	DELGADILLO, MICHAEL A.	Written Discovery	Smartphone Only
1323654	DELORENZO, TAMARA		SSM/DS
1014389	DEMERCHANT, RICHARD	Deponent	SSM/DS
1901126	DEMPSEY, MICHELE		SSM/DS
1407373	DENGLER, ASHLEE E.		LP/AP
967925	DENNINGTON, DANNY		SSM/DS
33141	DENNIS, DEBRA A.		Smartphone Only
1948707	DEPINTO, CHRISTOPHER		Smartphone Only
280500	DESATNIK, CHARLES E.		Smartphone Only
1327042	DESCHER, DENNIS H.	Written Discovery	SSM/DS
725520	DESROCHES, AMY BETH		SSM/DS
1076593	DEVITO, JODY		SSM/DS
1737446	DEWALT, LESLIE		Smartphone Only
2265447	DEWEY, BRIAN MICHAEL		SSM/DS
69624	DEWITTE, KIMBERLY A.	Written Discovery	Smartphone Only
209168	DHANENS, JOHN		Smartphone Only
2066097	DIABO, JASON	Deponent	SSM/DS
2065474	DIAZ, DANIEL		SSM/DS
1020228	DIAZ, RAFAEL E.		SSM/DS
1132767	DIBUONO, DOMINICK		Smartphone Only
732333	DICKEY, DANIEL T.		Smartphone Only
115760	DICKINSON, GABRIELE L.		SSM/DS
690373	DIDION, RACHAEL		LP/AP and SSM/DS
1730472	DIETRICH, PAMELA		SSM/DS
1111767	DIFORTI, CHRISTIAN CARL		SSM/DS
1321365	DIGGIN, MATTHEW		SSM/DS
977406	DILL, CHARLES BRYAN		Smartphone Only
901760	DILLARD, WILLIAM STEVEN		Smartphone Only
1559256	DINGLE, STEVEN		Smartphone Only
2352467	DINWIDDIE, RICHARD		SSM/DS
80597	DISOTELL, ALAN G.		SSM/DS
1598355	DIXON, WILLIE H.		SSM/DS
76155	DLUZAK, ROGER A		Smartphone Only
2226283	DODD, HIRAM		SSM/DS
878822	DOHRMAN, JEFFREY	Deponent	SSM/DS
794505	DOIZAKI, STEVEN THOMAS		Smartphone Only
1302360	DOLAN, JOHN P.		Smartphone Only
1523374	DOMBROWSKI, JEAN DIANE		SSM/DS
82064	DONALDSON, SHELDON		Smartphone Only
2054085	DONATELLI, ROBERT		SSM/DS
2053849	DONEGAN, CLEOTHER		SSM/DS
1932366	DORCENT, KATHY		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
64514	DORIAN, JAMES L.		Smartphone Only
1245103	DORMEVIL, WISGUERE		Smartphone Only
1974794	DORSETT, DENNIS		SSM/DS
705190	DOUCETTE, RENEE A.		Smartphone Only
2457203	DOUGLAS, KRISTEN		SSM/DS
1987820	DOUGLAS, WALTER		LP/AP
1948455	DOWD, COREY	Written Discovery	SSM/DS
1734198	DOWELL, HEATHER	Deponent	SSM/DS
934287	DOWNEY, NOAL MCKENZIE		LP/AP and SSM/DS
1059914	DOWNS, CHRISTINA R.		SSM/DS
152088	DOYLE, BILLY R.		SSM/DS
832827	DOYLE, ROY D.		SSM/DS
375472	DREW, BRAD WINFRED		Smartphone Only
894835	DROUILLARD, CHRISTOPHER I.		SSM/DS
2180151	DU BREY, ROB		SSM/DS
1736229	DUBINSKY, JOSEPH		Smartphone Only
2346853	DUBOSE, FERRIN		SSM/DS
639242	DUFFY, JULIA JAINE		SSM/DS
1904690	DUNHAM, JUSTEEN		SSM/DS
1910844	DUNIGAN, LADEDRIA		LP/AP
1334151	DUNN-PARKER, SHARON DIANE		Smartphone Only
2446194	DUPLANTIS, MONICA		SSM/DS
974129	DUPLESSIS, CHAZ HYATT		SSM/DS
1039869	DURLING, SHARON C.	Deponent	SSM/DS
2083691	DURNING, WILLIAM		SSM/DS
1276104	DUTT, VINEETA		SSM/DS
1983613	DUVAL, DARREN		Smartphone Only
2350489	DYE, ADAM G.		SSM/DS
1633509	EADICICCO, ERICA RENEE		Smartphone Only
673053	EARLE, JAMES G.		SSM/DS
2212182	EAST, ASHLI		SSM/DS
158917	EBERSOLE, STACEY L.		SSM/DS
804511	EDGAR, MATTHEW		Smartphone Only
771125	EDLIN, NANCY JEAN		SSM/DS
782704	EDMONDS, LAMONT		SSM/DS
2200308	EDWARDS, CHRISTIAN		SSM/DS
1323966	EDWARDS, JESSICA LYNN		LP/AP
935975	EDWARDS, KENDRIA D.		SSM/DS
1758259	EDWARDS, MICHAEL		SSM/DS
1377775	EDWARDS, SELLERS		Smartphone Only
1280614	EDWARDS, THOMAS LEE		SSM/DS
1097994	EDWARDS, TONYA K.	Written Discovery	SSM/DS
133452	EDWARDS, VICTORIA L		SSM/DS
2074904	EICHLER, KIRK		SSM/DS
2220078	EILERS, JUSTIN		SSM/DS
1808030	EKHREWISH, NABEL	Named Plaintiff	SSM/DS
1784755	ELDER, AYLA		SSM/DS
1807793	ELDRIDGE, WHITNEY		SSM/DS
2084906	ELIAS, GLEN A.		SSM/DS
1944684	ELIAS, TAMARA		SSM/DS
60957	ELKINS, DANNY A.		SSM/DS
2210249	ELLEFSSEN, CRAIG		SSM/DS
1468646	ELLINGTON, MISTY M		LP/AP
2227887	ELLIOTT, AUSTIN		SSM/DS
34176	ELLISON, GEORGE T.	Written Discovery	SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1612957	ELMORE, JASMINE		SSM/DS
2360359	EMLING, ANTHONY STEVEN		SSM/DS
755467	ENCINO, LIVIER		SSM/DS
994278	ENDICOTT, JAIME MARIE		Smartphone Only
909377	ENGDAHL, CHRISTIAN P.		Smartphone Only
1210334	ENGLISH, SAFIRA OKKYONE		SSM/DS
2106074	ENSRUD, ALEX		Smartphone Only
612819	ENZOR, DEXTER C.		Smartphone Only
1423640	EPLEY, MICHELLE		Smartphone Only
1925277	ERB, ZACHERY		LP/AP
1509044	ERNST, JONATHAN WILLIAM	Written Discovery	SSM/DS
635483	ERRETT, JOHN F.		SSM/DS
1506991	ESPENSHADE, CHRISTOPHER TODD		Smartphone Only
1473413	ESTOCK, KEITH A.		SSM/DS
830887	ETHERIDGE, DONNA R.		Smartphone Only
1288617	EVANS, KATE ELIZABETH		Smartphone Only
1588548	EVANS, KIRISTEN		SSM/DS
2070702	EVANS, ZACHARY	Written Discovery	Smartphone Only
1616155	EVERHART, STEPHEN WYATT		Smartphone Only
649604	EXTON, JAMES T.		Smartphone Only
1160682	EZELL, MICHAEL D.		Smartphone Only
1825264	FABRITZ, JOHNNY		SSM/DS
1395866	FABRIZIO, CHRISTOPHER		SSM/DS
792968	FAGAN, JAMES		Smartphone Only
1076453	FAGAN, KYLE MARTIN		Smartphone Only
824410	FAGAN, SHAWN		Smartphone Only
1845042	FAILOR, SUMMER		Smartphone Only
1978748	FALLS, ANDREA	Deponent	SSM/DS
1935266	FAMOUS, EVAN		SSM/DS
601931	FANSHER, SARA ANN		Smartphone Only
2118528	FARMER, ALICIA		SSM/DS
198542	FARMER, MARGARET L.		LP/AP and SSM/DS
2201790	FARMER, STEVEN		SSM/DS
948487	FARMER, VICKIE L.		SSM/DS
125073	FARNSWORTH, BARBARA J.		SSM/DS
2221215	FARRELL, JOSEPH		SSM/DS
1362043	FARRENKOPF, JAMES J.	Deponent	SSM/DS
959850	FARRIA, GLENNELLE LENISE		SSM/DS
606140	FAZZARI, MICHAEL S.		SSM/DS
2441117	FEIRA, PETER	Written Discovery	SSM/DS
1503242	FELION, PAUL DAVID		LP/AP
1089027	FERGUSON, JEFF		SSM/DS
928900	FERGUSON, LINDA		SSM/DS
2392036	FERNANDEZ, DEREK		SSM/DS
2379192	FERNANDEZ, JULISSA		SSM/DS
1008107	FEY, MISTY LYNN		SSM/DS
673009	FICHETOLA, JACOB A.		SSM/DS
1992354	FIELDS, HOWARD		Smartphone Only
2125211	FIGGINS, FRANKLIN		SSM/DS
592695	FINKELSTEIN, MICHAEL ALLAN		SSM/DS
1467740	FINNERTY, KERI		LP/AP
1073260	FIORE, LOUIS	Deponent	SSM/DS
1276973	FISCEL, GREGORY S.		Smartphone Only
1862427	FISCHER, SUE ANN		SSM/DS
986963	FISH, LAURENCE HARRY		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
1687227	FISHER, DIANE		Smartphone Only
2531744	FISHER, DONALD		SSM/DS
1797423	FITZPATRICK, DANIEL T.	Deponent	SSM/DS
1864552	FIX, VONNCELLI N		LP/AP
592617	FLAHERTY, ALETA I		SSM/DS
1938741	FLEMING, MARK		Smartphone Only
1706264	FLEWALLEN, MARGARET		SSM/DS
1818662	FLOREK, DOUGLAS		Smartphone Only
1073313	FLORES, ELIZABETH FAITH		SSM/DS
1199140	FLORES, JIMMY		Smartphone Only
1765	FLORES, STEPHEN		SSM/DS
2467235	FLORIO, JUSTIN		SSM/DS
739366	FLOYD, WILLIAM L.		Smartphone Only
479422	FLUCKER, DALTON		SSM/DS
2199619	FONT, CYNTHIA		SSM/DS
586175	FORD, JANICE ELEANOR	Written Discovery	SSM/DS
80201	FORD, KELVIN		SSM/DS
1915234	FORTE, KAITLIN	Written Discovery	SSM/DS
1801628	FOURNIER, ROBIN		Smartphone Only
2545810	FOWLER, BRIAN		LP/AP and SSM/DS
2069719	FOX, RYAN	Written Discovery	Smartphone Only
963382	FOX, THOMAS MICHAEL		Smartphone Only
1155689	FOY, PATRICIA ANN	Written Discovery	Smartphone Only
1644874	FRANCHEBOIS, TYLER JUDE		SSM/DS
2206626	FRANCIS, NORMAN		Smartphone Only
1261513	FRANCIS, TANYA LEA		SSM/DS
1019840	FRANCK, GEORGE		Smartphone Only
1172076	FRANK, NICHOLLE K.	Named Plaintiff	SSM/DS
649667	FRANK, TIMOTHY J.		LP/AP
2345745	FRANKLIN, PRIDE	Written Discovery	SSM/DS
2053598	FRANKLIN, RICK		Smartphone Only
1243614	FRANKS, JEREMY		SSM/DS
175603	FRANKS, YVETTE L.		Smartphone Only
1954416	FRAZER, JENNIFER		SSM/DS
1239015	FRAZIER, LECAMIO		SSM/DS
685698	FREEMAN, ROBERT L.		SSM/DS
1790472	FRENCH, DANIEL		SSM/DS
1419025	FRENCH, TIMOTHY		Smartphone Only
2504100	FRERICH, JOHN		SSM/DS
1828042	FREW, DOUGLAS		SSM/DS
784092	FREY, TERRY LEE		SSM/DS
1961600	FRIAR, PHILIP W.		SSM/DS
2090692	FRICKER, JAMES ARTHUR		SSM/DS
200244	FRYE, DANNY	Written Discovery	Smartphone Only
2297493	FUENTES, SAMUEL		LP/AP
120154	FUHRIMAN, TYLER S.		Smartphone Only
1304526	FUJIMOTO, CAIL TSGUIO		SSM/DS
894007	FULLER, MICHAEL D.		SSM/DS
1601918	FULLER, ROBERT W.		Smartphone Only
619546	FULLER, ROSALYN NICOLE		SSM/DS
723594	FULLER, SCOTT MCLANE		SSM/DS
2195707	FULOP, ADAM JONATHON		Smartphone Only
221372	FUNK, JACOB		SSM/DS
193052	FURLOUGH, PHILLIP R.		Smartphone Only
1887072	FYFE, THOMAS	Named Plaintiff	Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
173548	GABER, TIMOTHY A		Smartphone Only
1551899	GABINELLI, RICHARD		Smartphone Only
1661744	GAGE, DAVID R.		SSM/DS
1269013	GAGER, NANCY D.		Smartphone Only
1200227	GALL, GREGORY T.		SSM/DS
694095	GALLE, MICHAEL WILLIAM		SSM/DS
1444552	GALLEGOS, CRYSTAL		SSM/DS
1281235	GALLO, FRANCIS BLAKE		LP/AP
879273	GALLOWAY, JAMES C.		SSM/DS
1280559	GAMBLE, YVONNE		SSM/DS
2514183	GARCIA, ALEX		SSM/DS
2209215	GARCIA, ANGELA		SSM/DS
957731	GARCIA, EUGENE J		Smartphone Only
2223682	GARCIA, JUAN		SSM/DS
797079	GARCIA, LUIS		SSM/DS
1082326	GARCIA, SAMUEL		SSM/DS
1227696	GARDNER, MARY BETH		LP/AP
664022	GARNER, HEATHER PHILLIPS		SSM/DS
2365602	GARNER, NYKA		SSM/DS
1920177	GARRETT, THOMAS		Smartphone Only
1734072	GARRISON, KATIE ELIZABETH		SSM/DS
932857	GARVIS, IVAN E.		SSM/DS
29960	GARZA, EDDIE		SSM/DS
2301431	GARZA, JESS		SSM/DS
2359838	GARZA, STEFFANI		LP/AP
2372161	GATTERI, NICOLE		SSM/DS
1219292	GAULIN, EMILY		SSM/DS
1341488	GEARY, IVETTE		Smartphone Only
37659	GEERTSON, MICHAEL W.		Smartphone Only
1292559	GEFFERT, MARK		SSM/DS
1733202	GEIB, JONATHON		Smartphone Only
889771	GENNARO, FREDERICK		Smartphone Only
1242997	GENTILE, PAUL ROBERT		Smartphone Only
913494	GIBSON, BRENDA		Smartphone Only
309597	GIBSON, JONATHAN R.		LP/AP
1933416	GIBSON, KENNETH		SSM/DS
1342852	GIGNAC, JUSTIN LUKE		SSM/DS
741191	GILLESPIE, TONJA L.		SSM/DS
2202816	GINTHER, CINDY		Smartphone Only
1044337	GIRARD, ALLISSON G.		Smartphone Only
81846	GLARDON, JOHN T.		SSM/DS
856620	GLASS, CANDIS		SSM/DS
766291	GLENN, TIMOTHY		Smartphone Only
1859885	GLOGOWSKI, AMY		SSM/DS
2221867	GLOVER, JAMES		LP/AP
8060	GNAU, JOSHUA D.	Written Discovery	Smartphone Only
1442215	GODFREY, GEORGE BISHOP		SSM/DS
1438556	GOEHRING, CHAD MATTHEW		SSM/DS
1509669	GOERNER, ASHTON		SSM/DS
1960533	GOERNER, TANNER		SSM/DS
1827464	GOLA, KYLE		SSM/DS
2362934	GONZALES, LAURA ELIZABETH		SSM/DS
1981117	GONZALEZ, ANGEL		SSM/DS
1663404	GONZALEZ, DANIEL M.		SSM/DS
1307507	GONZALEZ, GABRIEL MICHAEL		LP/AP

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
235522	GONZALEZ, JACKIE LYNN		Smartphone Only
187787	GONZALEZ, JAVIER		Smartphone Only
2438625	GONZALEZ, KIMBERLY		SSM/DS
2402974	GONZALEZ, MAURICIO		Smartphone Only
1611118	GONZALEZ, ROBERT		SSM/DS
1445052	GONZALEZ, RUBEN		Smartphone Only
754934	GOODEN, STARVETTA		SSM/DS
670114	GOODWIN, ANGELA J.		SSM/DS
1051233	GORANS, JON MICHAEL		SSM/DS
1843672	GORDON, JAMES		Smartphone Only
660801	GORDON, NICHOLAS P.		SSM/DS
16395	GORDON, RHONDA K.		Smartphone Only
31700	GORDON, TREMAINE		Smartphone Only
1478705	GORNIK, ANIBELKA	Deponent	SSM/DS
828143	GOTTLIEB, LAWRENCE SCOTT		SSM/DS
1642961	GOTTLIEB, OLIVIA YVONNE		SSM/DS
2050233	GOWDY, ANTONIO		SSM/DS
2312110	GRAFF, BRADLEY		SSM/DS
1606810	GRAHAM, SCOTTY LAMAR		Smartphone Only
43811	GRANT, CHRISTIE L.		SSM/DS
1486993	GRAVES, TANGY L	Written Discovery	Smartphone Only
1602678	GRAY, BARBARA D.	Written Discovery	SSM/DS
1595943	GRAY, GLENN		SSM/DS
1246604	GRAY, JEFFREY		LP/AP
260944	GRAY, JESSICA ANN		SSM/DS
15181	GRAY, LISA VERNA		Smartphone Only
973061	GRAY, LONNA DIANE		SSM/DS
2262464	GREAGORI, STEVEN		SSM/DS
1841091	GREEN, BRIANNA	Deponent	SSM/DS
751393	GREEN, DERRICK LEDON		SSM/DS
1955748	GREEN, KAREY TODD	Deponent	SSM/DS
2177195	GREEN, MARK FRANCIS		SSM/DS
1901644	GREEN, MELISSA ANNE		SSM/DS
627011	GREEN, ROBERT LOUIS		Smartphone Only
328985	GREER, ARTHUR		SSM/DS
95227	GREGG, MICHAEL C		SSM/DS
671223	GREGG, MONTAE A.	Written Discovery	SSM/DS
1384956	GREGORSKI, MITCHELL		SSM/DS
1350899	GREVE, KENNETH BARTON	Written Discovery	SSM/DS
1506437	GRIFFIN, ASHLEY M.		SSM/DS
2311720	GRIFFIN, KIMBERLY		SSM/DS
1259022	GRIGWARE, TERRESSA M.	Deponent	Smartphone Only
2225637	GRIM, DAVID		SSM/DS
2105740	GRIM, MICHAEL		SSM/DS
1961377	GRIMSTAD, JUSTIN		SSM/DS
1992581	GRISSOM, BETHANY		SSM/DS
67894	GROSS, MICHAEL G.		Smartphone Only
3021416	GROSSMANN, WILLIAM		Smartphone Only
2108271	GROVE, SLADE	Written Discovery	SSM/DS
1422941	GRUBBS, RUDY MILLARD		SSM/DS
1052452	GRUBKE, JEFF EDWARD		Smartphone Only
925789	GUARINO, MARINA ANN		SSM/DS
1990061	GUERRERO, ABRAHAM		SSM/DS
804951	GUIMOND, SANDRA A.		SSM/DS
644342	GUNNOE, DAWN M.	Deponent	SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
1554111	GUSTAFSON, CRYSTAL LYNNE	Written Discovery	Smartphone Only
808867	GUTHRIE, CHRISTOPHER		SSM/DS
638222	GUY, ARNOLD HUGH		SSM/DS
799172	GWEN, JAMES WILLIAM		Smartphone Only
2302812	HAASE, JASON		Smartphone Only
2221881	HADDIX, DENNIS		SSM/DS
643380	HAGER, BRANDON K.		SSM/DS
1457011	HAGGETT, RICHARD BENJAMIN		SSM/DS
2254597	HAIDZE, JOHN		SSM/DS
1966484	HAIL, JEFF	Deponent	LP/AP and SSM/DS
15173	HAILEY, TERESA M.		Smartphone Only
945008	HAILS, ROGER ALLEN		SSM/DS
1359830	HALE, NICHELE		SSM/DS
1713473	HALEAKALA, OWEN JAMES		Smartphone Only
1352652	HALEY, ANTHONY		LP/AP
1051322	HALEY, FRED W.		Smartphone Only
2186823	HALL, JAMES		LP/AP
1233962	HALL, KIMBERLY		SSM/DS
2048699	HALL, PATRICK		Smartphone Only
995510	HALL, RONALD L.		SSM/DS
1612151	HALLER, JACKLYN ELLEN		Smartphone Only
811265	HALLEY, LARRY		SSM/DS
2395085	HAMER, MARISSA		Smartphone Only
1262518	HAMLET, LARRY KAY	Written Discovery	Smartphone Only
18175	HAMLIN, WILLIE J.	Written Discovery	Smartphone Only
1614240	HAMMOND, RYAN LANCE		Smartphone Only
2501070	HAMPTON, DAVID		SSM/DS
241991	HAMPTON, DONALD T		SSM/DS
1764218	HAMPTON, JORDAN		Smartphone Only
1870674	HANLINE, KELLI		SSM/DS
1712784	HANNA, ALEX		SSM/DS
2075569	HANNER, NICOLE		SSM/DS
1735401	HANSEN, BRADY		SSM/DS
1909550	HANSON, KRISTI	Written Discovery	Smartphone Only
1909133	HAPNER, MICHAEL		SSM/DS
2166505	HARDESTY, BRIAN		SSM/DS
1838762	HARDIN, JEREMY	Written Discovery	SSM/DS
2105632	HARDRE, MISCHAEL		Smartphone Only
2088846	HARDTKE, DAVID J.		Smartphone Only
1429547	HARRELL, GARY L.		Smartphone Only
978334	HARRELL, KYLE MATTHEW		LP/AP
870470	HARRILAL, ROGER D.		Smartphone Only
1593231	HARRIS, ALFRED AGUSTUS	Deponent	LP/AP
1633362	HARRIS, CLAY L.		SSM/DS
1780284	HARRIS, DOUGLAS		SSM/DS
1110823	HARRIS, LATISHA ROVETTE		SSM/DS
797419	HARRIS, LOUIS CECIL		SSM/DS
974168	HARRIS, SHAWN E.		Smartphone Only
589024	HARRIS, WELDON LEE		LP/AP
673639	HARRISON, JEREMIAH		Smartphone Only
1129786	HART, JAMIE L.		LP/AP
1969645	HARTFORD, CHELSEY		SSM/DS
2171383	HARVEY, DREW		LP/AP
863090	HARVEY, WILLIAM EDWIN		Smartphone Only
1029740	HASAN, QASIER		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1297630	HASCALL, LONNIE DALE		SSM/DS
1842252	HASENAUER, KATHERINE		SSM/DS
760684	HAUCK, HEIDI K.		SSM/DS
2431132	HAWES, STERLING	Written Discovery	SSM/DS
52918	HAWK, LINDA R.		Smartphone Only
2547171	HAWKINS, TAKISHA		SSM/DS
939407	HAYDEN, JORDAN		LP/AP
2076556	HAYES, DONALD		Smartphone Only
166427	HAYES, MELISSA A		SSM/DS
1165758	HAYNES-OPOKU, KEDEKA S.		Smartphone Only
1425043	HAZARD, ROBERT		SSM/DS
1868072	HAZER, JONATHAN		LP/AP
25964	HEALY, VICKY K.		SSM/DS
2161385	HEBE BRAND, DUANE		LP/AP
704329	HEBERT, EMILE J.		SSM/DS
1808982	HEBERT, VICKIE		SSM/DS
2213894	HECHT, ERIC		SSM/DS
642557	HEILBROUN, KRISTEN L.	Deponent	SSM/DS
2259386	HEITZMAN, GLYN		SSM/DS
1079692	HELMS, BILLY EUGENE		SSM/DS
1357641	HELMS, PAUL ALLEN		Smartphone Only
1443432	HELMS, RHONDA CHARLENE		SSM/DS
2113311	HELOU, DIANA		SSM/DS
581540	HEMBREE, PATRICIA A.		LP/AP and SSM/DS
1181029	HENDERSHOT, RONALD E.		Smartphone Only
1101264	HENDERSON, DARREN L.		SSM/DS
1527582	HENDERSON, ERICA DAVIS		SSM/DS
52334	HENDERSON, MARCELLA M.		SSM/DS
57991	HENDERSON, SARAH		Smartphone Only
1979558	HENZE, RONALD E		Smartphone Only
1362644	HERACKLIS, PARASKAVIAS		SSM/DS
1708748	HEREDIA, ERIC		LP/AP
1498010	HERGENROTHER, JASON		Smartphone Only
601864	HERNANDEZ, JORGE F		SSM/DS
2229824	HERNANDEZ MAYAGOITIA, FRANKIE		Smartphone Only
2233996	HERNANDO, MARIE		SSM/DS
1972159	HERSHKOWITZ, JULIA BOYD		LP/AP
134215	HERZOG, JOHN		Smartphone Only
986853	HESTER, GAYLAN		SSM/DS
1195320	HESTER, SCOTT A.		Smartphone Only
585961	HEWITT, JASON MICHAEL	Deponent	LP/AP
986675	HICKEY, RIAN		LP/AP
2387485	HICKS, DONALD		SSM/DS
1325990	HICKS, RONALD A.		SSM/DS
541177	HICKSON, CHARLES E.		Smartphone Only
2083545	HICKSON, JONATHON A.		SSM/DS
799402	HIETT, KEVIN M.	Written Discovery	SSM/DS
2004309	HIGBEE, CORRY		LP/AP
2204834	HIGHT, JAMES	Deponent	SSM/DS
1940505	HILDRETH, DALTON	Named Plaintiff	SSM/DS
1801976	HILKER, AARON		SSM/DS
1961625	HILL, CALVIN	Written Discovery	LP/AP
13196	HILL, ROBERT LEE		LP/AP
63823	HILL, UNDRETTA		Smartphone Only
170218	HILTY, DEAN V.		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
819377	HINES, JOHN ALTON		Smartphone Only
2220589	HIRSTIUS, STEVEN		Smartphone Only
2222192	HITTLE, THOMAS		LP/AP
1079481	HOBBAUGH, ERIN PATRICE		Smartphone Only
1730588	HOCKING, ANDREW WILLIAM		Smartphone Only
21833	HODGKINSON, REGINA S.	Written Discovery	SSM/DS
803963	HOFFER, CHERI L.	Written Discovery	SSM/DS
1010625	HOHEISEL, ANTHONY R.	Deponent	SSM/DS
2396023	HOLIEN, JEREMY		SSM/DS
910167	HOLLAND, APRIL GEORGIA ELLEN		SSM/DS
1308252	HOLLAND, JASON BRIAN		Smartphone Only
1123024	HOLLAND, LUKE W.		SSM/DS
2049679	HOLLEY, RAY		SSM/DS
1666245	HOLLEY, RICHARD		LP/AP
922675	HOLLINGSWORTH, STEVEN J.		Smartphone Only
673522	HOLLOS, DEBBIE		SSM/DS
865560	HOLMAN, DANIEL R.		SSM/DS
708479	HOLMAN, MELINDA BETH		Smartphone Only
1818997	HOLMES, TAMMY L.	Written Discovery	Smartphone Only
1349859	HOLT, STEVEN E.	Written Discovery	Smartphone Only
1185968	HOLTCAMP, ADAM C.		SSM/DS
1075803	HOLTZMAN, JOHN S.	Written Discovery	Smartphone Only
2176136	HOLUB, DALE		Smartphone Only
1454268	HOLUBECK, NATHAN PAUL	Written Discovery	Smartphone Only
1874010	HOOD, KYLE		LP/AP
1394146	HOPEWELL, VICKY	Written Discovery	SSM/DS
1109913	HOPKINS, TONI MICHELE		Smartphone Only
767513	HOPPS, PAUL ALLEN	Written Discovery	Smartphone Only
1071046	HORTON, MARGIE ANN		Smartphone Only
2507371	HOTARD, STEPHANIE		SSM/DS
901075	HOTEMA, BENJI R.		Smartphone Only
1648153	HOTTIMAN, MELISSA A.		SSM/DS
1437439	HOUGHTALING, STANLEY DAVID		SSM/DS
1905257	HOUSTON, KALI		SSM/DS
2387013	HOWARD, CYNTHIA		SSM/DS
1566262	HOWAT, JAMES		SSM/DS
254344	HOWELL, DARREN S		SSM/DS
1295404	HOWSE, ROBERT		SSM/DS
2112887	HOWSON, GREGORY		SSM/DS
225751	HOWZE, ALEXIS Y.		SSM/DS
1445263	HUBER, BRYAN R.		Smartphone Only
1722647	HUBER, MELANIE		SSM/DS
185987	HUDSON, JUSTIN ALAN		Smartphone Only
1397011	HUDSON, ROBIN		SSM/DS
138945	HUGHES, RICHARD B.		SSM/DS
68605	HULL, RANDY		SSM/DS
2385664	HUNT, ROBERT		SSM/DS
853535	HUNTER, BRENT A.		Smartphone Only
922124	HUNTER, PATRICIA L.		Smartphone Only
1015121	HUPP, ROBERT P.		SSM/DS
2389770	HURD, MICHAEL KEVIN		SSM/DS
607049	HURLBURT, JOHN ALAN		SSM/DS
2572970	HURLBUT, ROBERT		SSM/DS
2090124	HURSEY, ANTOINE	Named Plaintiff	SSM/DS
739389	HURTADO, VICTOR HUGO		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
1947869	HUTCHISON, DALE		SSM/DS
774846	HUTTON, JEROMY LEE		SSM/DS
57026	HUY, DAVID H.		Smartphone Only
912811	HYPES, SONYA ANITA	Deponent	LP/AP and SSM/DS
2065912	IHLE, SCOTT	Written Discovery	SSM/DS
1877161	ILER, GERALD		Smartphone Only
1172041	IMPERATO, JOSHUA ALLEN		SSM/DS
2216392	INGRAM, CURTIS		LP/AP
2349679	INGRAM, MARY		SSM/DS
526344	INGVALSON, KENNY W.		SSM/DS
2227541	ISAAC - BROWN, APRIL		SSM/DS
1088904	ISAACSON, WILLIAM		SSM/DS
1280094	IVY, JOHN A		SSM/DS
2222822	IVY, KELLY		Smartphone Only
942220	IWANKA, PETER J.		SSM/DS
173629	JABLA, NORBY SAYON		Smartphone Only
2417647	JACKSON, CHRISTOPHER		SSM/DS
904868	JACKSON, DALE		Smartphone Only
1565305	JACKSON, GEORGE		SSM/DS
77749	JACKSON, MATTHEW D.		Smartphone Only
2116349	JACKSON, STEVE		SSM/DS
1587396	JACOBSON, JESSIE R.		SSM/DS
2000045	JAGGERS, JOSHUA		LP/AP
1963245	JAHNIG, YOLANDA		SSM/DS
720989	JAMES, DEBORAH DANA		Smartphone Only
1055178	JAMES, JAIMMIE L.		SSM/DS
2204946	JAMES, MARC	Deponent	SSM/DS
686914	JAMES, RAYON		LP/AP
1649842	JAMESON, SEAN P.		SSM/DS
2111730	JANSON, JEFF		Smartphone Only
1994724	JASKO, BRIAN		Smartphone Only
1836303	JAYNES, DAVID AUSTIN		Smartphone Only
1193701	JEAN, DANNY		SSM/DS
755936	JEKEL, GEMMA MARIA		Smartphone Only
674474	JEMMERSON, MICHAEL W.		Smartphone Only
2151149	JENKS, FORREST		Smartphone Only
1598683	JENSEN, ROD		SSM/DS
19457	JESSUP, JULIE		SSM/DS
1243141	JESTER, TANYA MARIE		Smartphone Only
1216761	JEWITT, LADENIA PAGE		Smartphone Only
861718	JOBE, COY ANDREW	Written Discovery	SSM/DS
1351749	JOHANN, BRUCE J		Smartphone Only
728891	JOHN, JACQUELINE		SSM/DS
1296263	JOHNS, GILLIAM WAYNE		Smartphone Only
2138243	JOHNS, TIMOTHY		SSM/DS
2160539	JOHNSON, ANNE		Smartphone Only
1371707	JOHNSON, CHRISTOPHER ALLEN	Deponent	SSM/DS
1836123	JOHNSON, DAVID		SSM/DS
760434	JOHNSON, ELVIS NEIL		SSM/DS
2195333	JOHNSON, JACOB		Smartphone Only
1425470	JOHNSON, PHILIP ALEXANDER		SSM/DS
207445	JOHNSON, SANDRA		Smartphone Only
2390443	JOHNSON, TAYLOR		SSM/DS
2356446	JOHNSON, THOMAS		LP/AP
1484194	JOHNSTON, CARSAL A.		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1525333	JOHNSTON, DOUGLAS R		SSM/DS
2009448	JOHNSTON, JASON		Smartphone Only
1728593	JOHNSTON, KELAND		LP/AP
2508302	JOLIBOIS, SANDRO		SSM/DS
1826574	JONES, CARLTON		Smartphone Only
910392	JONES, IRRUN CHRISTOPHER		Smartphone Only
1379292	JONES, JAYSON ANTONIO		SSM/DS
41069	JONES, KENNY M		Smartphone Only
562737	JONES, MALINDA FAYE		Smartphone Only
1679325	JONES, PATRICK ALLEN		SSM/DS
1422648	JONES, SHONTERIA T.		SSM/DS
1955496	JONES, VICTORIA	Written Discovery	LP/AP and SSM/DS
1484813	JORDAN, CHERYL LYNN		LP/AP
878805	JORDAN, GARY		SSM/DS
626892	JORDAN, JOHN FRANKLIN		Smartphone Only
27834	JORDAN, MICHAEL J.		SSM/DS
1049681	JORDAN, RICHARD J.		SSM/DS
1435118	JOSEPH, WILLIAM IRVIN		Smartphone Only
1492977	JUAREZ, EMILIO		SSM/DS
772009	JURLDS, EVELYN		SSM/DS
1183744	JUSTICE, JAMES	Deponent	SSM/DS
119907	KAELBLI, MICHAEL W.		SSM/DS
2088745	KAKARA, SARAH KAY	Written Discovery	SSM/DS
49406	KANE, JO A		Smartphone Only
1724135	KAPLAN, ADAM	Written Discovery	SSM/DS
1074642	KAPLAN, ODAYAH		SSM/DS
896516	KARP, BRIAN		SSM/DS
1188262	KASNICK, MEGAN BROOKE		Smartphone Only
2075005	KAUWE, ROBERT JAMES		SSM/DS
2233721	KEARNEY, NICOLE		LP/AP
711330	KEELER, RALPH C.		SSM/DS
1898425	KEENON, SANDRA	Deponent	SSM/DS
1083869	KEITH, LINDA		SSM/DS
127667	KELLER, DANIEL H		SSM/DS
1355680	KELLETT, DAVID A.		SSM/DS
1419781	KELLEY, JOHN WILLIAM		Smartphone Only
474453	KELLEY, RUSSELL		SSM/DS
1490330	KELLY, JASMINE MONIQUE		LP/AP
128452	KELLY, PATRICK		Smartphone Only
1973144	KELLY, PATRICK		SSM/DS
1571247	KELSO, LANCE LANE	Written Discovery	Smartphone Only
259789	KENNEALLY, EDMOND J		SSM/DS
1968207	KENT, DOUGLAS		Smartphone Only
1598634	KENT, RACHEL A.		LP/AP
2090790	KEPPLER, JEREMY		SSM/DS
2331951	KERNS, MATTHEW		SSM/DS
1194528	KESSLER, DANIEL PATRICK		Smartphone Only
2120856	KEYSER, KENNETH		SSM/DS
1861734	KHAN, WAZIM		SSM/DS
1736096	KIEFER, DANITA MICHELLE		SSM/DS
2041841	KIESTER, JULIE		SSM/DS
1260550	KILGORE, ROBERT		SSM/DS
1428088	KILLABY, RICHARD P.		SSM/DS
1608744	KILPATRICK, ANDREW		LP/AP
1262248	KIMBRO, SAMMY JOSEPH	Written Discovery	Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
253879	KINDALL, ALICE D.		SSM/DS
704961	KING, BARRY LR		Smartphone Only
2315464	KING, BRODIE	Written Discovery	SSM/DS
239982	KING, DALE R.		SSM/DS
721473	KING, JEREMY W.		SSM/DS
696695	KINNEY, DYLAN E.		LP/AP
2082987	KIRBY, DANIEL		SSM/DS
1848461	KIRBY, KOHLTON		SSM/DS
1954620	KIRKSEY, SEAN LEE	Written Discovery	LP/AP
2297271	KISTNER, KENNETH	Deponent	SSM/DS
2143026	KITHAS, GREGORY		Smartphone Only
1682413	KLINE, DANIELLE		Smartphone Only
1549702	KLINGBEIL, DALE		SSM/DS
1848494	KLINGER, DANIEL		SSM/DS
1269805	KLINGLER, COLEEN A.		SSM/DS
1109982	KLUEH, MICHAEL JOSEPH		Smartphone Only
87618	KNUDSEN, SANDRA L.		Smartphone Only
928794	KOCSIS, NICOLE ADRIANE	Written Discovery	SSM/DS
1763225	KOEHNE, ETTA		SSM/DS
129648	KOENIG, BRANDY		Smartphone Only
1810566	KOENIG, JAMES		Smartphone Only
43327	KOGER, GARY STEVEN	Written Discovery	Smartphone Only
1978783	KOHLER, RYAN		SSM/DS
1299967	KOHLMAN, TRINA LYNN		Smartphone Only
940377	KOHNE, KEITH ANDREW		SSM/DS
1481514	KOONS, KRYSTAL PATRICE		Smartphone Only
1086949	KORCZYNSKI, MATTHEW NICHOLAS		SSM/DS
1915931	KOWAL, THOMAS		Smartphone Only
9575	KRAMER, ERIC D.		SSM/DS
1571544	KRAPF, CARRIE LEE	Written Discovery	Smartphone Only
161476	KRAYNAK, KELLIE		Smartphone Only
1238326	KREBAUM, JACOB	Written Discovery	Smartphone Only
2347627	KREBS, KEVIN		LP/AP
217701	KREBSBACH, ROGER J.		SSM/DS
2078438	KRETZSCHMAR, JASON		SSM/DS
1584530	KRIDER, KELLY		SSM/DS
1988217	KRUG, MICHAEL		SSM/DS
898535	KRUPA, JARRETT R.	Written Discovery	Smartphone Only
1215532	KUEMPER, MARY	Deponent	SSM/DS
269492	KUHLMANN, KEVIN M.		SSM/DS
1443517	KULISH, DAVID A.		SSM/DS
1465443	KULISH, MICHELLE A.		SSM/DS
1370910	KURKOWSKI, JUSTIN CORY		Smartphone Only
2506524	KURMAS, ANNA		SSM/DS
1956487	KURTZ, KYLE		LP/AP and SSM/DS
914163	KWAAK, JACQUELINE		Smartphone Only
608561	LA GRANDE, MICAH A.		SSM/DS
1865823	LABEAU, GUY		SSM/DS
2540774	LABOSKY, JOSEPH		SSM/DS
165665	LACY, FRED H.		Smartphone Only
874295	LAGORIO, TORREN		SSM/DS
678082	LAMA, STEVEN		SSM/DS
1852548	LAMB, ZACHARY		SSM/DS
126592	LAMONT, RONALD JOSEPH		Smartphone Only
1744177	LANCASTER, JOSEPH		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
1916645	LANE, MARK		SSM/DS
1982778	LANE, STEVEN		SSM/DS
1414411	LANEY, SHERMAN R.	Written Discovery	Smartphone Only
1500586	LANGAN, SARAH VIRGINIA		SSM/DS
806060	LANGE, PATRICIA		Smartphone Only
2334451	ANGLEY, JAMES		SSM/DS
1271744	LANHAM, MICHAEL W.		Smartphone Only
1315082	LAPPIN, JANE E		SSM/DS
1867758	LARGE, BRANDON	Written Discovery	LP/AP
828686	LARGENT, NANCY RUTH		Smartphone Only
173946	LAROCK, RANDY L.		SSM/DS
2061790	LARSON, TIMOTHY		LP/AP
2120198	LASS, SHAWN		SSM/DS
1496221	LATTA, TANYA N		LP/AP
1452602	LAURIE, ANTHONY V.		SSM/DS
1043438	LAVARNWAY, TRAVIS J.		SSM/DS
921567	LAVELLE, JEFFREY STEVEN	Named Plaintiff	LP/AP
1508450	LAVERTUE, MELISSA		SSM/DS
841279	LAVIGNE, DARRYL D.		Smartphone Only
1378991	LAWRENCE, SONIA		SSM/DS
1839556	LAWSON, CHRISTINA	Written Discovery	Smartphone Only
760009	LAWSON, DOMINIQUE CHANTEL		SSM/DS
175548	LAXTON, THOMAS MARSHALL		SSM/DS
1410694	LEAK, KIMBERLY		Smartphone Only
237987	LEAMAN, JEFF L		SSM/DS
1450957	LEASK, MARK K.	Written Discovery	Smartphone Only
1321324	LEAVITT, EARL AUSTIN		SSM/DS
66768	LEBER, JAMES B.		SSM/DS
1381408	LECHUGA, RYAN		Smartphone Only
42336	LECKEMBY, WILLIAM M.	Written Discovery	Smartphone Only
2205789	LEE, ABBY GAIL		LP/AP
1443019	LEE, CHARLES BRADLEY		SSM/DS
849458	LEE, JAMES DANIEL		Smartphone Only
2365944	LEE, MICHELE		SSM/DS
148729	LEE, RALPH		Smartphone Only
1825724	LEE, SAAN		Smartphone Only
1516775	LEE, SHARMANE LAKISHA		Smartphone Only
986425	LEECH, ANDREW G.		SSM/DS
1248601	LEFOR, LORI		Smartphone Only
1402158	LEGGAT, CHRISTOPHER		SSM/DS
2466117	LEGGINS, TRAVIS		SSM/DS
889228	LEHMAN, ERIC		SSM/DS
2152213	LEMON, RICHARD D.		SSM/DS
1538459	LEO, NICHOLAS		SSM/DS
880325	LEONARD, JOHN		Smartphone Only
1823477	LEONARD, SCOTT		Smartphone Only
815756	LEPAIN, JAMES		Smartphone Only
1854186	LEPISKO, LYNN		SSM/DS
1497622	LESNESKI, JEANINE M.		Smartphone Only
2082784	LESTER, LLOYD		Smartphone Only
1039451	LEUPOLD, JENNY REBEKAH		SSM/DS
1883921	LEVERETTE, LEVI		SSM/DS
1016490	LEWIS, ERIC M.		SSM/DS
1519433	LEWIS, JOHN WYLN		Smartphone Only
40977	LEWIS, TRAVETTE DENE		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1881049	LEWIS, TRINA		SSM/DS
2204251	LEYVA, SALINA		Smartphone Only
2405568	LIGHTER, TODD		SSM/DS
2286566	LIGHTKEP, STEVE		SSM/DS
1507060	LILES, GERALD MIKEL		LP/AP
1337345	LINDER, CHRISTOPHER R.		SSM/DS
1593116	LINDERMAN, WAYNE K.		Smartphone Only
694855	LINGROSSO, SAM J.		SSM/DS
1829607	LINK, STEVEN C.		SSM/DS
833813	LINWOOD, LAVONDA MONIQUE		Smartphone Only
1073845	LISCINSKY, BEVERLY A.		SSM/DS
1242851	LITTNER, MARK J.		Smartphone Only
973581	LIVELY, DERRICK EVAN		Smartphone Only
2327137	LLOYD, JEREMY		SSM/DS
1823787	LOFTON, GRANGER		SSM/DS
2055053	LONG, SUSAN GAIL		Smartphone Only
355576	LONG, WILLIAM	Written Discovery	LP/AP and SSM/DS
1558830	LOOMIS, DAVID		SSM/DS
900329	LOPEZ, CONNIE L.		Smartphone Only
811916	LOPEZ, GABRIEL J.	Written Discovery	SSM/DS
1835320	LOPEZ, GARY		SSM/DS
1853179	LOPEZ, MIGUEL A		SSM/DS
1227675	LOPEZ, SHERRI MICHELLE	Written Discovery	SSM/DS
11541	LOPEZ, VICKIE L.	Written Discovery	Smartphone Only
1137366	LORD, DENNIS A.		SSM/DS
1957576	LORMAND, KRISTIE		SSM/DS
1911305	LOUBRIEL, JUAN	Deponent	SSM/DS
1872823	LOUGH, SAMUEL	Written Discovery	SSM/DS
2106611	LOVE, TRACY ANN		Smartphone Only
1735378	LOVSETH, DAVIS H.		Smartphone Only
2106313	LOWRIE, TIMOTHY S		Smartphone Only
2127982	LOZA-COWART, DEBRA	Written Discovery	SSM/DS
1213023	LOZANO, JOHNNY JOE		Smartphone Only
915207	LUBIN, SMITH		SSM/DS
75561	LUCAS, LARRY		Smartphone Only
1460001	LUMMUS, RICHARD COLE		Smartphone Only
1052913	LUNDIN, WESLEY SHANE		SSM/DS
911862	LUNDSTROM, MICHAEL CHARLES		Smartphone Only
2072676	LUNDVALL, STEPHANIE	Deponent	SSM/DS
1001555	LUNDY, JOHN ROBERT		Smartphone Only
237640	LYKKEN, JAMES C.		Smartphone Only
1021951	LYNCH, JENNIFER M.		Smartphone Only
2213895	LYNCH, KELLY		Smartphone Only
2063456	LYNCH-KING, KARI		SSM/DS
2058885	MACCARONE, THOMAS	Written Discovery	Smartphone Only
1573919	MACDOUGALL, KATHLEEN MARY		Smartphone Only
1400137	MACIJUNAS, GREGORY		SSM/DS
2412655	MACMILLER, CHRISTINA		SSM/DS
1079819	MADDOX, CECIL A.		Smartphone Only
847559	MADDOX, CHANDRA EBONY		SSM/DS
1799824	MADIGAN, MARK		SSM/DS
1077149	MAGERS, JASON R.		LP/AP
851406	MAHADEO, MICAH CYRIL		LP/AP
1593932	MAHAFFEY, KEVIN OROURKE		Smartphone Only
2081414	MAHAN, MELODY		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
2009983	MAIDMENT, CYLE		LP/AP and SSM/DS
2072154	MAIER, ANDREAS		LP/AP
1715433	MAINVILLE, KAMILLA		SSM/DS
1737038	MAJESKE, RAINI		SSM/DS
1898888	MAJOR, BRIANA		SSM/DS
1909073	MAJORS, DEVIN		Smartphone Only
1985592	MAKOWSKY, MICHAEL		SSM/DS
592654	MALAVE, MIGDALIA		SSM/DS
1444456	MALLETTE, CHRISTOPHER		SSM/DS
1894446	MANESS, JOSEPH AARON		LP/AP
1955063	MANG, SOCHEAT		SSM/DS
2372835	MANGIALOMINI, DANIEL		SSM/DS
1723186	MANNS, STEPHEN B.		Smartphone Only
774665	MANSFIELD, KIMBERLY A.		SSM/DS
2402580	MANTOR, JIM		SSM/DS
2097531	MARCELLE, JASON		Smartphone Only
2306043	MARDIS, SEAN	Written Discovery	SSM/DS
1091382	MARIA, DANIEL MICHAEL		Smartphone Only
921438	MARIANI, TRISHA MARIE		Smartphone Only
2451908	MARKER, STEVEN		SSM/DS
60927	MARKLE, LAWRENCE E.		SSM/DS
225787	MARSTON, DARYL K.		SSM/DS
97988	MARTIN, DANIEL P.		Smartphone Only
2213978	MARTIN, JAMES		SSM/DS
2205126	MARTIN, JASON	Named Plaintiff	SSM/DS
1361230	MARTIN, SARAH EMILY		SSM/DS
1478443	MARTIN, TYLER ROBERT		SSM/DS
2095446	MARTINEZ, CHRISTOPHER	Written Discovery	Smartphone Only
2350680	MARTINEZ, DANA		SSM/DS
1666749	MARTINEZ, ELAINE MADELENA	Deponent	SSM/DS
188002	MARTINEZ, FRED A.	Written Discovery	SSM/DS
1719682	MARTINEZ, JAIME	Written Discovery	SSM/DS
252427	MARTINEZ, JOSUE		SSM/DS
1227390	MARTINEZ, JOSUE A.		SSM/DS
1599345	MARTINEZ, MARIA JESUS		SSM/DS
1528695	MARTINEZ, STEPHAN HAROLD	Written Discovery	SSM/DS
1777360	MARTINEZ, VERONICA		Smartphone Only
2005234	MARTINEZ-AGUILAR, RYAN		SSM/DS
256895	MARTINS, LAWRENCE		Smartphone Only
805358	MASON, ROBERT		SSM/DS
2497096	MASSENA, CHRISTINA		SSM/DS
80244	MASSETTI, JAMES A.		SSM/DS
1700083	MASSEY, KEN RAY	Written Discovery	SSM/DS
1221937	MASTALERZ, JOSEPH		Smartphone Only
1170864	MASTERS, SHANNON D.		SSM/DS
2000940	MATHIS, ASHLEY		SSM/DS
1369912	MATHIS, KENTRELL M		SSM/DS
1057711	MAXEY, LESLIE D		SSM/DS
1489256	MAXWELL, CHRISTOPHER LINCOLN		SSM/DS
1400590	MAXWELL, NICOLE		SSM/DS
1723482	MAXWELL, SA'D		Smartphone Only
1196451	MAY, MEAGHAN ELIZABETH		Smartphone Only
1849906	MAYES, WILLIAM	Written Discovery	Smartphone Only
1710605	MAYORGA, SERGIO		SSM/DS
1975198	MAZURIK, RUSSELL		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
142629	MAZZA, JOHN ROBERT		Smartphone Only
2155648	MCALISTER, BRIAN		SSM/DS
1125167	MCALISTER, DONALD B		SSM/DS
2482657	MCALLISTER, CHRISTINA		SSM/DS
821230	MCALLISTER, TIMECIA JOY		Smartphone Only
2417271	MCCLAIN, ROY		SSM/DS
74961	MCCLATCHY, GERALDINE H.		Smartphone Only
2027655	MCCLINTON, NICHOLAS		Smartphone Only
1846850	MCCONNELL, MATTHEW		SSM/DS
1105235	MCCOWN, SHYNEKIA JANAEL		Smartphone Only
2035184	MCCREA, MICHAEL		SSM/DS
2165379	MCDONALD, EARL		Smartphone Only
1596083	MCDUGALL, MICHAEL ALLEN		SSM/DS
1880642	MCEWEN, CASEY	Written Discovery	Smartphone Only
176802	MCFADDEN, CHRIS		Smartphone Only
1535174	MCFADDEN, LATASHA RENA		Smartphone Only
814038	MCFEE, JULIE FAME		SSM/DS
1265769	MCGAFFIC, LINDSEY MARIE		SSM/DS
1433135	MCGINLEY, JOSHUA		SSM/DS
1793463	MCGOWAN, PAUL		SSM/DS
177428	MCGOWAN, TAMIKA		SSM/DS
638578	MCGRORTY, NANCY JEAN		Smartphone Only
1672096	MCHONE, DARREN WILLIAM		SSM/DS
2341312	MCILVAINE, CHAD		SSM/DS
1426570	MCKENDALL, DEVINCEN A.		SSM/DS
2214964	MCKENNA, SHAWN		LP/AP
1021984	MCKINNON, JUSTIN		SSM/DS
1939563	MCKNIGHT, RESHAUNNA		SSM/DS
2199972	MCLAY, ANDREW		SSM/DS
880730	MCLEAN, DARYL BRETT		SSM/DS
1497509	MCLEAN, TIM		LP/AP
1818182	MCMATH, LYNDSEY		LP/AP and SSM/DS
1581930	MCMINDS, MARTIN E.		Smartphone Only
1058448	MCNEAL, DON L.		Smartphone Only
2362694	MCPHEE, REBECCA		SSM/DS
1598067	MCPHERSON, GREGORY DUNCAN		Smartphone Only
1524103	MCPHERSON LANTSBERGER, SHARALYNN LEE		SSM/DS
2356228	MCQUEEN, TRENT	Deponent	SSM/DS
704519	MEADOWS, JOHN L.		SSM/DS
1235334	MEANS, ISAAC ALFRED		SSM/DS
1310050	MECHE, DOROTHY		SSM/DS
144358	MEDINA, CYNTHIA A.		Smartphone Only
1513931	MEDINA, EMELY D.		LP/AP
93088	MELCHER, DANIEL JOSEPH		Smartphone Only
2122626	MELILLO, MICHAEL		SSM/DS
1404696	MELLING, RYAN EDWARD	Deponent	LP/AP
680323	MENDOZA, ARMANDO		LP/AP
1403824	MENDOZA, BYANKA		SSM/DS
1041816	MENDOZA, ZOILA		SSM/DS
1083331	MERICHKO, RICHARD M.		SSM/DS
647618	MERRILL, MARK A.	Deponent	LP/AP
1906980	MERRILL, PAUL		SSM/DS
1594900	MESSINA, FRANK		Smartphone Only
1750864	METZ, CRAIG		SSM/DS
20696	MEULLION, JIMMY		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
2014396	MICHAEL, JOHN		SSM/DS
2080732	MICHAELS, CARLIE		SSM/DS
145915	MICHALIK, JAMES L.		Smartphone Only
1605761	MIDDLEBROOKS, LUCIE L		SSM/DS
1049412	MIGLIORE, JOSEPH RALPH		LP/AP and SSM/DS
775247	MILLER, AARON		SSM/DS
1081652	MILLER, AMY MICHELLE		Smartphone Only
1464570	MILLER, ANTWONE D.		SSM/DS
193718	MILLER, CHARLOTTE		SSM/DS
2022706	MILLER, CHRIS		SSM/DS
974377	MILLER, JARED		SSM/DS
147664	MILLER, LINDA		Smartphone Only
11268	MILLER, MARK S.		SSM/DS
70900	MILLIKAN, ANTHONY		SSM/DS
579707	MILLWOOD, DELORIS V.		LP/AP
1494906	MILTON, JAMES D.		Smartphone Only
2078240	MINSHAW, SHANE		SSM/DS
2396657	MIRES, ALEX		SSM/DS
2310658	MITCHELL, DAVE		SSM/DS
1874572	MITCHELL, RANDALL		SSM/DS
2102859	MOELLER, ROBERT WAYNE		SSM/DS
246120	MOGILEVSKY, SERGE		SSM/DS
1343399	MOLE, DAWN		Smartphone Only
2131716	MOLITOR, JOHN		SSM/DS
33425	MONN, CARLA F.		SSM/DS
1958964	MONTALVO, ELIZABETH		SSM/DS
1020844	MONTANEZ, MIGUEL ANGEL		SSM/DS
1172219	MONTANO, MICHAEL		SSM/DS
706608	MONTEIRO, MICHELLE T.	Written Discovery	Smartphone Only
2225656	MONTGOMERY, SHAWN		SSM/DS
10293	MONTOYA, PETE		Smartphone Only
2398477	MOORE, ADAM		SSM/DS
1255858	MOORE, CHRIS RAY		SSM/DS
1406648	MOORE, CORY		LP/AP
865484	MOORE, GWENDOLYN		SSM/DS
881471	MOORE, HOMER LEE		Smartphone Only
1013970	MOORE, JEREMY R.		LP/AP
1541064	MOORE, JOSIE ALEXANDRIA		Smartphone Only
1549488	MOORE, JUSTEN P.	Deponent	SSM/DS
879508	MOORE, SAVANAH SUSAN		SSM/DS
1882599	MOORE, SUSAN		Smartphone Only
728104	MOORE, WILLIAM BRYCE		Smartphone Only
1983515	MORALES, ANDRE		Smartphone Only
1666961	MORALES, BLANCA		SSM/DS
588894	MORALES, DEBBIE ANN		Smartphone Only
1085952	MORALES, KATHLEEN MARIE	Deponent	SSM/DS
986318	MORALES, PHILLIP		LP/AP
1893822	MORALES, ROGER		SSM/DS
1115695	MORAN, KELLIE LYNNE GOMEZ		Smartphone Only
215941	MOREHEAD, SUSAN		Smartphone Only
1709030	MORELAND, TAYLOR		SSM/DS
923961	MORENO, ALEX S.		Smartphone Only
1485265	MORENO, RAMON		Smartphone Only
1330061	MORGAN, BROOKE		Smartphone Only
1512527	MORGAN, DESIREE J.	Deponent	SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
2082457	MORGAN, ERIC		SSM/DS
26472	MORGAN, FRANCES D.		Smartphone Only
2100709	MORGAN, RA-KIA		LP/AP
829814	MORNER, FINIS GABRIEL		Smartphone Only
985816	MORRIS, JAMES DANIEL		SSM/DS
1705719	MORRIS, RONALD		Smartphone Only
2071680	MORRIS, ROY	Written Discovery	SSM/DS
1738725	MORRIS, SHERI		SSM/DS
844825	MORRIS, THOMAS ANTHONY		SSM/DS
1736499	MORRISON, AMANDA		SSM/DS
671774	MORTA, JEAN LOU FERNANDEZ	Named Plaintiff	SSM/DS
1899427	MORTON, RICHARD		SSM/DS
700377	MOTEVALLIAN, MOHAMMAD M.		Smartphone Only
1446071	MOUTON, KEN TIA		LP/AP
2069837	MOYE, DEMETRIUS	Written Discovery	Smartphone Only
1725823	MOYER, WILLIAM		LP/AP
1469944	MULLINS, CINDY M		LP/AP
1408671	MULLOOLY, DAN	Written Discovery	LP/AP
2191079	MULUGETA, BEFEKADU		SSM/DS
20914	MUMMAH, ROY		Smartphone Only
1108565	MUNCK, RONALD F.		Smartphone Only
2050720	MUNN, SYDNEY		SSM/DS
1519374	MURILLO, MONICA ANN		SSM/DS
1856840	MURILLO, SAHIRA		Smartphone Only
1802669	MURPHY, RYAN	Deponent	SSM/DS
2347354	MURRAY, MICHAEL JOHN		SSM/DS
1190911	MURRAY, REBECCA JEAN		SSM/DS
1994298	MURRAY, STEPHANIE	Written Discovery	Smartphone Only
1238655	MUSCHETT, CHAYNA		Smartphone Only
1673231	MYERS, BRIGITTE L.	Written Discovery	Smartphone Only
86556	MYERS, BRUCE		Smartphone Only
2373031	MYERS, MATTIE		SSM/DS
578123	MYSLOWSKI, CARL J.		LP/AP
33678	NABORS, KATHY A.		SSM/DS
1871021	NACCARATO, ROBERT		Smartphone Only
1220557	NAGLIERI, DANA		Smartphone Only
1742197	NAME, ASHLEY		Smartphone Only
2381716	NAPIER, CAMILLE		SSM/DS
1810760	NARANJO, WALLE		SSM/DS
1288267	NASH, JOSEPH D.		SSM/DS
1085625	NAVARRE, BRENDAN C.		LP/AP
1607546	NAVARRO, KRISTOPHER		SSM/DS
926573	NEAL, JULIA		SSM/DS
2361522	NEAL, ROBERT	Named Plaintiff	SSM/DS
63745	NEEDY, SHAWN		Smartphone Only
794919	NEIVEL, KATHLEEN L.		SSM/DS
1198473	NELSON, BRENDA S.		Smartphone Only
1234756	NELSON, EDWARD LEE	Written Discovery	Smartphone Only
56720	NESBIT, PAULETTE ELLIOTT		SSM/DS
1435055	NESS, ROBIN RAY		Smartphone Only
922223	NEWCOMB, MICHAEL WAYNE		SSM/DS
1306286	NEWTON, CHELSEA N.		SSM/DS
216891	NGO, NANCY		SSM/DS
839095	NGUYEN, HUNG	Written Discovery	SSM/DS
2015087	NICKEL, ELIZABETH	Deponent	LP/AP

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1610878	NICPON, RALPH		SSM/DS
2338309	NIEVES, STEVEN		SSM/DS
1501504	NILLAGA, BRANDON B.	Written Discovery	Smartphone Only
214372	NIX, MICHAEL W.		SSM/DS
2397629	NIXON, GLENN		SSM/DS
79396	NOEL, GARY L.		Smartphone Only
1023162	NOEL, PATRICK		SSM/DS
2327068	NOLAN, LELAND H.		SSM/DS
1858960	NOLEN, RYAN TIMOTHY		SSM/DS
2347972	NOLL, JANIE ELIZABETH		SSM/DS
175978	NOORDHOF, GLENN A.		SSM/DS
721840	NORDONE, CRAIG ANTHONY		SSM/DS
1627631	NORMAN, BENJAMIN		SSM/DS
1105916	NORMAN, BRIAN EARLE		SSM/DS
802136	NORMAN, DANIEL A.		SSM/DS
2338479	NORMAN, JOSHUA ADAM		SSM/DS
2378448	NORMAN-FOOTE, JANAY		SSM/DS
921552	NORRIS, CHRISTOPHER NOEL		Smartphone Only
1053354	NORTH, WENDY M.		SSM/DS
2325079	NORTHERN, LISA		SSM/DS
1509634	NORTON, ANGELA MARIE		SSM/DS
1888505	NORTON, LAURA DAWN		SSM/DS
1394676	NOVAK, AMBER E.		SSM/DS
129962	NOVAK, PHILIP J.		Smartphone Only
1901807	NUMATA, AKIKO		Smartphone Only
1520418	NUZZOLILO, MICHAEL DAVID		SSM/DS
1003960	NYE, GARY P.		SSM/DS
1614057	O DELL, WILLIAM GEORGE		Smartphone Only
1157602	O'CONNELL, NAOMI		Smartphone Only
1095332	O'CONNOR, KOLENE LYN		SSM/DS
1956828	O'GEA, KEVIN		SSM/DS
1628519	OAKS, STUART MITCHELL		SSM/DS
730444	OBELENUS, JOHN H.		Smartphone Only
628601	OCAMPO, GERARDCLIFF PANELO		SSM/DS
960853	OCHOA, VALERIE A.		LP/AP
1155164	OCONNOR, JOEL		SSM/DS
1649558	OCONNOR, SEAN	Deponent	SSM/DS
710312	OJUKWU, KRISTOFERSSON RAINSFORD		Smartphone Only
244742	OLAIZ, HEBERTO		Smartphone Only
2209996	OLIVAS, SERGIO	Written Discovery	Smartphone Only
1220821	OLIVER, DAVID W.		Smartphone Only
1484229	OLIVER, DONALD SOVNDILL		SSM/DS
1792697	OLIVER, TYLER		SSM/DS
2173180	OLSON, CARL		SSM/DS
1279275	OLSON, DUSTIN JAMES		SSM/DS
1606186	OLSON, KALE		Smartphone Only
1018294	ONEAL, TRESSA LYNN		SSM/DS
1115575	OPPERMAN, WILLIAM ALLEN	Written Discovery	Smartphone Only
2099470	ORAZI, JENNIFER		Smartphone Only
1533539	ORDET, TRACY LYNN		Smartphone Only
649749	ORSBORN, CARY DEL		SSM/DS
1604652	ORTEGA, EDWARD ALEXANDER		Smartphone Only
1025806	ORTEGA, SALLY		SSM/DS
1337149	ORTIZ, ABELINE ARRIOLA	Written Discovery	LP/AP
2434272	ORTIZ, GEORGINA	Named Plaintiff	SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1957055	ORTIZ, IRVIN RODRIGUEZ		Smartphone Only
1319571	ORTIZ, MATTHEW		SSM/DS
2476011	ORTIZ, PAVEL	Written Discovery	SSM/DS
2342762	OSAER, LEE		SSM/DS
827945	OSBORNE, TIMOTHY J.		SSM/DS
1837104	OSBURN, JAMIE K.		Smartphone Only
58970	OSEBOLD, JOSETTA M.		Smartphone Only
877775	OSTERMEYER, DONALD PAUL		Smartphone Only
1753992	OVERLY, WALLACE		SSM/DS
979921	OWENS, ERIN		SSM/DS
401475	OWENS, GAIL W.		Smartphone Only
24249	OWENS, RICHARD D.		SSM/DS
2015209	OXFORD, ROBERTA		SSM/DS
1951678	PACHLA, SCOTT		SSM/DS
621616	PADILLA, MICHELE LEE		SSM/DS
634646	PAGE, MARK A.		Smartphone Only
638932	PAGEL, JOHN CHRISTOPHER		SSM/DS
1116891	PALKA, JOHN BRIAN	Written Discovery	LP/AP
19541	PALKO, KELLY A	Deponent	Smartphone Only
60752	PALMER, MARION E.		SSM/DS
2316733	PANTORILLA, NOEL		SSM/DS
1259246	PAONESSA, DAVID		SSM/DS
961208	PAPEIKA, THOMAS R.		SSM/DS
1634116	PAPPAS, PAUL		Smartphone Only
743196	PARIS, VICTORIA		SSM/DS
1837466	PARKER, ANGELA		SSM/DS
2108465	PARKER, BARBARA		Smartphone Only
1958622	PARKER, DANIEL		SSM/DS
66258	PARKER, ELAINE P.		Smartphone Only
234101	PARKER, LAQUANDA T		SSM/DS
919895	PARKS, DEBORAH J.		SSM/DS
2266931	PARRIS, KEVIN		SSM/DS
1661757	PARSONS, JAMES MICHAEL		LP/AP
2293679	PARVIN, ADAM RAY		LP/AP
677756	PASCHALL, ACEY MITCHELL		SSM/DS
664176	PASTORIUS, IAN		LP/AP
1985367	PATE, ERIC		LP/AP
2206404	PATEL, TULSI		SSM/DS
1563677	PATEREK, FRANK M.	Written Discovery	Smartphone Only
1148995	PATRICK, DAVID A.		SSM/DS
2291303	PATTERSON, ALCIA NICOLE		SSM/DS
1657870	PATTON, FLOYD MONROE		SSM/DS
1348574	PATZELL, CHRISTOPHER		Smartphone Only
2140729	PAWLIK, JARRED		Smartphone Only
1762409	PAWLUKIEWICZ, AMANDA		SSM/DS
1654987	PAWSON, DOUGLAS WAYNE		SSM/DS
2156589	PAYNE, DOUGLAS JAMES		Smartphone Only
1242566	PAYNE, KENNETH L.	Named Plaintiff	SSM/DS
1378848	PEACE, MITCHELL KEVIN		SSM/DS
2375984	PEARSON, CORY		SSM/DS
970849	PEARSON, DIANNA DENISE		Smartphone Only
2012040	PEARSON, JENNIFER		Smartphone Only
2506459	PEDROZO, LAURA		SSM/DS
23618	PEIRONE, ROBERT M.		SSM/DS
1648667	PELLECCHIA, KELLY PILAR		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
1716979	PELTON, MATTHEW		Smartphone Only
1341809	PENA, AMPARO		LP/AP
1080205	PENN, JEREMIAH DOMINIC		SSM/DS
1861469	PENNA, JACELYN		SSM/DS
1541121	PENNINGTON, STEPHANIE ROSE	Named Plaintiff	SSM/DS
227937	PEQUENO, JOSE		Smartphone Only
2369672	PEREA, FABIAN		SSM/DS
555636	PEREA, RICHARD A.		SSM/DS
881149	PEREZ, DANIEL		Smartphone Only
1309713	PEREZ, JOE		SSM/DS
1843181	PEREZ, SALVADOR		Smartphone Only
1601579	PERKINS, LEON CHAD	Written Discovery	SSM/DS
1990637	PERKINS, RODNEY		Smartphone Only
12971	PERKINSON, PEGGY		Smartphone Only
1737044	PERRIN, KARLA	Written Discovery	SSM/DS
1709068	PERRONE, JOHN	Deponent	Smartphone Only
1195555	PERRY, CHAD R.		SSM/DS
1357885	PERRY, MELADY A.		SSM/DS
1259431	PERRY, TIMOTHY G.		Smartphone Only
2543214	PERRYMAN, LOUIS		SSM/DS
1669105	PETERS, COLIN		Smartphone Only
2221075	PETERSON, BARBRA		SSM/DS
1342790	PETRUZIELLO, DEBORAH M.		Smartphone Only
1353206	PHABIAN, AMANDA L.		Smartphone Only
984448	PHILLIPS, MORGAN MAURICE		SSM/DS
1290969	PHILLIPS, SARA JOELLEN		Smartphone Only
1825036	PIERCE, SARAH	Deponent	SSM/DS
1081618	PIERSON, JASON		SSM/DS
1643554	PINDER, JAY F.		Smartphone Only
1202196	PINTOS, LEONARDO		Smartphone Only
2255037	PIPER, COURTNEY		LP/AP
2130719	PIQUETTE, BRANDEN	Written Discovery	SSM/DS
14740	PIRNIE, CHRISTOPHER M.		Smartphone Only
1749547	PITTMAN, JOSEPH		SSM/DS
1227549	PITTS, MICHAEL J.		Smartphone Only
2489771	PLACENCIA, WILSON	Written Discovery	SSM/DS
54212	PLAMONDON, DAVID ALAN		Smartphone Only
1333726	PLATT, JENNIFER LYNN		SSM/DS
1409677	PLOURDE, AIMEE M.		SSM/DS
1550376	PLUISTER, JAMIE SUE		SSM/DS
187719	POLISENO, FRANK		SSM/DS
1891955	POPE, LOUIS		Smartphone Only
855284	POPLIN, KRISTIN		Smartphone Only
697221	POPP, ANGELITA TINA-CAUDILLO		Smartphone Only
1764602	PORASKY, JENNIFER VIDA		SSM/DS
1382648	PORTER, BUDDY S.		Smartphone Only
715807	POSEY, LINDA PEARSON		Smartphone Only
1276044	POSTON, SHAKIRA M.		SSM/DS
1622914	POTRATZ, JOHN		LP/AP and SSM/DS
928702	POTTER, KENNETH E.		SSM/DS
1056002	POUST, TAMMY L.		Smartphone Only
1342108	POVIS, JUDITH		SSM/DS
867681	POWELL, AARON		SSM/DS
1272889	POWELL, ROBERT T.		Smartphone Only
2081444	POWELL, THOMAS		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1508251	PRACEL, WAYNE MARK		SSM/DS
1105752	PRATT, BRIANNA LEE		SSM/DS
1437669	PRATT, GILBERT E.		SSM/DS
595592	PRATT, JIMMIE W.		Smartphone Only
1372197	PRATT, STEVEN ERIC		SSM/DS
1562930	PRESIDENT, DEBORAH L.	Written Discovery	SSM/DS
1515124	PRIBULICK, JEFFREY JOSEPH	Written Discovery	SSM/DS
777619	PRICE, BRITTANY DAVA		LP/AP
49976	PRICE, CHRISTINA		SSM/DS
1655262	PRICE, MICHAEL LEE		Smartphone Only
838884	PRIMM, JASON		SSM/DS
1527330	PRINCE, REGINALD JERMAINE		SSM/DS
1575152	PRISK, AUTUMN D.		SSM/DS
2357716	PRITCHETT, DIANNE		SSM/DS
1661405	PRITCHETT, JOSHUA		SSM/DS
182018	PRIZZI, JACK A.		SSM/DS
824316	PROSISE-MCKEE, BRYAN LEE		Smartphone Only
913575	PROVENZANO, STUART		Smartphone Only
1680908	PROVIDENCE, CLINT F.		SSM/DS
1134663	PRUITT, JOSEPH D.		Smartphone Only
1889843	PRUSINSKI, JESSE		SSM/DS
1404890	PRYOR, JOCQUIN OMARI		SSM/DS
1778591	PUDLO, PETER	Written Discovery	SSM/DS
1367302	PUENTE, SONIA		Smartphone Only
1980422	PUGH, SHANNON MARIE		LP/AP
928175	PURVIS, JAMES MARCOS		SSM/DS
1122562	PYLE, JASON A.		SSM/DS
644324	QUACKENBUSH, KEITH		Smartphone Only
1747811	QUICK, CAMERON	Deponent	LP/AP and SSM/DS
1001757	QUINONES, ORLANDO		SSM/DS
790482	QUIST, DAVID ALAN		Smartphone Only
1468046	RADER, JEREMY LEE		Smartphone Only
173733	RADER, SUSY	Written Discovery	SSM/DS
2153667	RAFTSETH, JOHN	Named Plaintiff	SSM/DS
1880106	RAGNO, JOSEPH		SSM/DS
2213492	RAHMANN, LATHIN		SSM/DS
1975522	RAINE, JONNATHAN		LP/AP
1560997	RAINEY, KELVIN L.		SSM/DS
1038740	RAINS, M. SCOTT	Written Discovery	LP/AP
1268182	RAMIREZ, ANTONY		SSM/DS
1793235	RAMIREZ, GABRIEL		SSM/DS
907673	RAMIREZ, ROXANA ISABEL		Smartphone Only
1990902	RANDELL, JERRY		Smartphone Only
1866375	RANSON, DEREK		Smartphone Only
2153148	RARICK, CHRISTOPHER		SSM/DS
720831	RATCLIFF, SHEILA		SSM/DS
141929	RATHBONE, JONATHAN	Written Discovery	SSM/DS
1323599	RATHBURN, BRADLEY ALLEN		SSM/DS
846568	REAVES, RONALD		SSM/DS
866199	REBACK, BRUCE L.		Smartphone Only
824620	REDDICK, RASHAD EUGENE		Smartphone Only
2211063	REDDINGER, LISA		SSM/DS
53337	REECE, DAWN LESLIE		SSM/DS
1428951	REED, CANDACE	Written Discovery	SSM/DS
1598666	REED, JASON P.		LP/AP

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
2292643	REED, JULIA		LP/AP
2072350	REEVES-MCCARTY, BOBBY		Smartphone Only
1088946	REGAN, BRUCETTE		SSM/DS
2105014	REIN-DEFORGE, JOHN		SSM/DS
1793742	REISINGER, CHRISTOPHER	Written Discovery	Smartphone Only
1585374	REMBERT, JUANITA F.		SSM/DS
1744972	REMBERT, LOBRENA TAMBRE		SSM/DS
1798902	REMY, SVON		Smartphone Only
995984	RENTERIA, KENNETH R		SSM/DS
823981	RENTOUL, RONALD PETER		Smartphone Only
1245858	REVIS, KELLIE	Written Discovery	SSM/DS
2084164	REX, JOHN		LP/AP
1033859	REYES, DENISE	Deponent	SSM/DS
1779027	REYES, KAITLIN		SSM/DS
1271298	REYNOLDS, DAVID LINCOLN		LP/AP
1701744	REYNOLDS, MICHAEL		SSM/DS
1893658	REYNOLDS, MIKAYLA VICTORIA		SSM/DS
637874	RHOADS, TIMOTHY	Deponent	SSM/DS
738651	RHODES, BRIAN J.		SSM/DS
2412154	RHODES, DEANNA		LP/AP
1374932	RHODES, MICHAEL W.		SSM/DS
1252362	RICE, DONALD EUGENE	Written Discovery	LP/AP
1640199	RICE, JOHN C.		SSM/DS
689326	RICHARDI, CATHERINE MARIE		LP/AP and SSM/DS
1115187	RICHARDSON, HERBERT		Smartphone Only
2484345	RICHARDSON, JAMIE		LP/AP
1903447	RICHARDSON, MICHAEL		SSM/DS
1781142	RICHARDSON, ROBERT	Deponent	SSM/DS
1107147	RICHARDSON, SHELLY M.		Smartphone Only
1488504	RICHBURG, MARVIN FRANKLIN		LP/AP
1645495	RICHEY, MICHAEL ANTHONY		SSM/DS
2140667	RICHMOND, JOEY		SSM/DS
2109748	RICHMOND, KENNETH		Smartphone Only
1605848	RICHTER, DAWN MARIE		Smartphone Only
1196587	RICKARD, ALICIA MARIE		LP/AP
1552527	RICKS, GREGORY S.	Written Discovery	Smartphone Only
2065070	RIDDLE, ROGER		SSM/DS
1705109	RIGSBY, DENIS		Smartphone Only
103987	RILL, SANDRA LEE		Smartphone Only
795097	RIOS, JESUS		Smartphone Only
1495859	RIPLEY, LAURA MARIE		SSM/DS
998749	RITENOUR, JOSEPH M.		SSM/DS
1175734	RIVERA, HIPOLITO		Smartphone Only
877647	RIVERA, LUIS DARIO		SSM/DS
942909	RIVERA, LYDIA		Smartphone Only
204240	RIVERA, ROBERT		Smartphone Only
2104154	RIVERA, ROBERT		SSM/DS
2385936	RIVERA, TAYLOR		SSM/DS
2141438	RIZZO, RONALD		SSM/DS
1634878	ROBERTI, JONATHAN R.		SSM/DS
121564	ROBERTS, CHRISTIANE L.		Smartphone Only
1441799	ROBERTS, JASON SHANE		Smartphone Only
1476542	ROBERTS, JUSTIN		SSM/DS
1773964	ROBERTS, NICOLE		SSM/DS
92238	ROBERTS, STANLEY K.		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
2177871	ROBERTS, STEVEN		LP/AP
1079351	ROBERTS, TREVOR		SSM/DS
780621	ROBINSON, BEDFORD A.		SSM/DS
1418245	ROBINSON, BRENDA J.		Smartphone Only
1336367	ROBINSON, JENNIFER		SSM/DS
44909	ROBINSON, MEREDITH H		Smartphone Only
3556	ROBINSON, ROBIN		Smartphone Only
1217557	ROBINSON, TOM MICHEAL	Deponent	SSM/DS
1985090	ROCHA, BELINDA D.		SSM/DS
1757071	ROCHELLE, JENNIFER		SSM/DS
906194	ROCKWELL, CLIFFORD ALLEN		LP/AP
785393	RODGERS, JAY LEE		Smartphone Only
1188451	RODRIGUES, MICHAEL		Smartphone Only
898128	RODRIGUEZ, ANNA		Smartphone Only
2145659	RODRIGUEZ, ANTHONY		SSM/DS
1496227	RODRIGUEZ, CHRISTY L.		LP/AP
1347008	RODRIGUEZ, DANIEL J.		SSM/DS
1158815	RODRIGUEZ, DEBRA M.		Smartphone Only
190063	RODRIGUEZ, FRED C.		Smartphone Only
1214397	RODRIGUEZ, GUADALUPE ESPINDOLA		Smartphone Only
633234	RODRIGUEZ, LARRY D.		SSM/DS
1185010	RODRIGUEZ, MAGDALENO		SSM/DS
141302	RODRIGUEZ, OSWALDO		SSM/DS
949996	RODRIGUEZ, SANDRA		SSM/DS
1976914	RODRIGUEZ, TARA		Smartphone Only
921826	RODRIGUEZ, YAHAIRA		Smartphone Only
1680286	ROEDER, CAROLYN MARIE		Smartphone Only
1550401	ROGERS, ALAN L.		SSM/DS
1760612	ROGERS, RONNIE		Smartphone Only
1469872	ROGERS, SUSAN		Smartphone Only
1730425	ROGINKIN, JOSEPH		SSM/DS
1917562	ROJAS, NERY	Written Discovery	SSM/DS
920184	ROLAND, EMILY THERESE		SSM/DS
1711592	ROMAN, JON	Written Discovery	Smartphone Only
2002915	ROMERO, ARTHUR	Deponent	SSM/DS
2545273	ROMERO, MARIO	Written Discovery	SSM/DS
21691	ROOKEY, BRIAN L.	Named Plaintiff	SSM/DS
1647050	ROPER, JEFF		SSM/DS
816887	ROSE, ALAN J.		Smartphone Only
707636	ROSE, APRIL		Smartphone Only
667811	ROSE, APRIL ANNE		SSM/DS
1753442	ROSE, LAILA		Smartphone Only
1730114	ROSENBERG, ALEX	Written Discovery	SSM/DS
1699653	ROSS, ANGELA		SSM/DS
1271163	ROSSI, ASHLEY ANN		LP/AP
2162089	ROSSMAN, CHRISTOPHER CALEB		SSM/DS
653301	ROSSMAN, LEEANN A.		Smartphone Only
1571897	ROTENBERRY, ROBY LEE		Smartphone Only
2947	ROUSSEAU, LEONA		SSM/DS
1867732	ROUTH, SHERER		Smartphone Only
1378537	ROWAND, HOLLY		SSM/DS
931256	ROWE, BLAKE		Smartphone Only
8955	ROWE, ERIC L.		Smartphone Only
902753	ROWE, JEFFREY B.		SSM/DS
925662	ROWE, KENNA REBECCA		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
1885407	ROWLAND, RODNEY		SSM/DS
153509	ROY, LAWRENCE	Written Discovery	Smartphone Only
1951525	ROZINKA, SCOT		Smartphone Only
1752061	RUBENDALL, BRUCE		Smartphone Only
860912	RUDELIS, KENT G.		SSM/DS
1359581	RUIZ, PATRICIA		SSM/DS
1068184	RULISON, PETER J.	Deponent	LP/AP
1177969	RUMPKE, AMBER M.		Smartphone Only
1011636	RUMPKE, BRIAN A.	Named Plaintiff	Smartphone Only
703523	RUSHING, TAMMY LYNN	Written Discovery	Smartphone Only
1533597	RUSSELL, PAMELA		SSM/DS
1770119	RUTHERFORD, VANESSA A.		SSM/DS
921007	RYAN, JENI R.		Smartphone Only
1662368	RYAN, JONATHAN MICHAEL		Smartphone Only
1476766	SAFFOLD, KEVIN LEMARR		SSM/DS
917289	SALIBIAN, JOHN G.		SSM/DS
1504430	SAM, SHIRELLE L.		LP/AP
1930907	SAMUELS, MATTHEW		SSM/DS
1858019	SANCHEZ, FRANCISCO		Smartphone Only
1793616	SANCHEZ, MARIA		Smartphone Only
847437	SANDBERG, BRETT A.		SSM/DS
1869979	SANDERS, JAMES		Smartphone Only
929106	SANDERS, JAMES T.		Smartphone Only
216172	SANDOVAL, GINA M.		Smartphone Only
670573	SANDOVAL, SYLVIA		LP/AP
608998	SANTIAGO, JASON		SSM/DS
1978807	SARAZEN, RALEIGH		Smartphone Only
210187	SARGENT, BRANDON		SSM/DS
1220105	SASS, DONALD D.		Smartphone Only
1630465	SAUNDERS, SANDRA		SSM/DS
1261915	SAVELLI, VINCENT		SSM/DS
125178	SAWAIA, TINA		Smartphone Only
1742158	SCHADE, SARAH		SSM/DS
1583117	SCHAEFER, JAIME A.		SSM/DS
217085	SCHANFISH, SHERENE		Smartphone Only
1163218	SCHEUERMAN, JOSHUA		Smartphone Only
1354650	SCHILLING, CHRISTOPHER		SSM/DS
1784197	SCHIPPERS, SAUNDRA	Written Discovery	LP/AP
1423268	SCHLAPPI, SONYA DENEE		SSM/DS
1661017	SCHLARB, KAILEY RENE		SSM/DS
1460199	SCHMEER, LARRY		Smartphone Only
648882	SCHNEIDER, BRANDON D.		Smartphone Only
1179443	SCHNEIDER, BRYAN GLENN		Smartphone Only
1504772	SCHOBBER, JOSEPH		SSM/DS
1840610	SCHRADER, NIGEL		Smartphone Only
747266	SCHRECONGOST, MARK ALLEN		Smartphone Only
968883	SCHROEDER, ERIK		SSM/DS
2394849	SCHROEDER, MARK		SSM/DS
1505993	SCHULTZ, JOSEPH JOHN	Written Discovery	Smartphone Only
1545982	SCHWARTZ, JAMES T.		Smartphone Only
1148924	SCHWARZ, CHAD MICHAEL		SSM/DS
906304	SCOTT, GARY L.	Written Discovery	Smartphone Only
968261	SCOTT, JAMES ABE		SSM/DS
1541811	SCOTT, JEROME		SSM/DS
1284109	SCOTT, MICHAEL JASON		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
2091523	SCOTTON, SHARON		SSM/DS
1383825	SCOTTOW, WALTER RAY		Smartphone Only
1936457	SEAMAN, MARIANNE		Smartphone Only
301941	SEARLES, JOSEPH G		Smartphone Only
1526562	SEBASTIAN, PAUL D.		SSM/DS
1928679	SEDON, CHRISTOPHER		Smartphone Only
1705010	SEEGO, KARA		LP/AP
1973148	SEIBERT, CODY		SSM/DS
16370	SELDOMRIDGE, FRED L.	Written Discovery	SSM/DS
2135403	SELLERS, CHRISTINE		SSM/DS
13666	SEMAN, LORI J.		Smartphone Only
986686	SEMBAR, MARK		Smartphone Only
1660835	SENERFITT, OLEN		SSM/DS
1718926	SETTLES, RICKY		SSM/DS
1326957	SEWELL, CHRISTA MARIA		SSM/DS
1584460	SGHEIZA, PETER M.	Written Discovery	Smartphone Only
128275	SGROI, DAWN		SSM/DS
1973648	SHAFFER, BRITTA		Smartphone Only
243609	SHAMBAUGH, KENNY		Smartphone Only
2311337	SHANKWEILER, JUNE	Named Plaintiff	SSM/DS
1151704	SHANNON, BERNARD	Deponent	SSM/DS
1518362	SHARMAN, STEPHEN		SSM/DS
791103	SHARP, STEVEN ANTHONY		LP/AP
962209	SHARPE, FRANKIE SUE		Smartphone Only
897277	SHAW, EMILIE ANNE		Smartphone Only
1820059	SHAW, JARVIS		LP/AP
1556743	SHAW, LARRY WAYNE		SSM/DS
2347981	SHAW, PAUL		SSM/DS
2055102	SHAY, SEAN		Smartphone Only
1204329	SHEAN, BRAD JOHN		LP/AP
1752098	SHEBESTA, LANE		SSM/DS
2003007	SHEETS, JEFFREY		SSM/DS
1645579	SHEFFLER, SCOTT		SSM/DS
115611	SHEPARD, LINDA L.		Smartphone Only
1013241	SHEPHERD, KRISTOPHER A		Smartphone Only
1160022	SHEPPARD, JESSE J.		SSM/DS
1920735	SHERMAN, JESSICA		SSM/DS
1675652	SHERRELL, DYLAN C.		SSM/DS
2210271	SHIVE, DAVID		SSM/DS
242658	SHIVERS, PETER D.		Smartphone Only
2358529	SHOCKLEY, MATTHEW		SSM/DS
2329253	SHOOK, KATIE ANN	Deponent	SSM/DS
1444101	SHORE, CAMARON JON	Written Discovery	SSM/DS
788894	SHOULTZ, CANDICE		SSM/DS
621227	SHREVE, DWIGHT E	Written Discovery	LP/AP
1931944	SHULER, BOB		SSM/DS
2545647	SHULTZ-WHEELER, JONATHAN		SSM/DS
2016960	SHUMATE, ARAYA		SSM/DS
1810435	SIETESKI, DAVID		SSM/DS
1966380	SIGLER, BRITTANY		SSM/DS
1315751	SILVA, JENNIFER LYNN		SSM/DS
240430	SILVA, STEVE		SSM/DS
715745	SIMILIEN, WILLIAM LEONARD		SSM/DS
1615751	SIMMONS, BRENT		SSM/DS
2397229	SIMPSON, DALE		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
228237	SIMPSON, DONALD C		LP/AP and SSM/DS
850640	SIMPSON, SELETIA C.		Smartphone Only
1775870	SIMS, DAVID		Smartphone Only
1834931	SINGER, MELISSA		SSM/DS
196067	SINGLETON, ALECIA LANE		SSM/DS
1093501	SIRIANNI, MICHAEL A.		SSM/DS
253211	SISCO, ANNA E.		SSM/DS
728835	SKAGGS, LARRY E.	Written Discovery	Smartphone Only
1958400	SKAGGS, ROBERT		Smartphone Only
1738728	SKATTUM, DENNIS		SSM/DS
1205255	SKEENS, LINDA D.		Smartphone Only
1631395	SKRAASTAD, CARL	Written Discovery	Smartphone Only
1921235	SKRETTA, TRAVIS	Written Discovery	SSM/DS
2391816	SKRZYPEK, JOY		SSM/DS
1937148	SMALL, AYESHA		SSM/DS
1165374	SMILEY, JASON		LP/AP
190656	SMITH, AMY L.		SSM/DS
1520692	SMITH, ANGELA DENISE		SSM/DS
65050	SMITH, CHAD W.		LP/AP and SSM/DS
743950	SMITH, CHARLIE H.	Written Discovery	SSM/DS
2135739	SMITH, CYNTHIA		SSM/DS
199608	SMITH, DAVID A		SSM/DS
1039010	SMITH, DEAN ANTHONY		SSM/DS
1234284	SMITH, DONALD		SSM/DS
2236025	SMITH, DORI		SSM/DS
1212357	SMITH, DOUGLAS G		SSM/DS
1661134	SMITH, HEATHER LEIGH		SSM/DS
2098758	SMITH, JENNIFER		SSM/DS
2337003	SMITH, JOHN		SSM/DS
957353	SMITH, JOSHUA		SSM/DS
1623776	SMITH, JOSHUA D.		SSM/DS
2284252	SMITH, LEONARD		SSM/DS
1458872	SMITH, MARK ALLEN	Written Discovery	Smartphone Only
2556259	SMITH, MATTHEW		SSM/DS
2533895	SMITH, MIKAELA		SSM/DS
889043	SMITH, RANDI L.		SSM/DS
931752	SMITH, SCOTT ALAN		SSM/DS
1554099	SMITH, THERESA	Written Discovery	SSM/DS
1359866	SMYTHIA, DONNA		SSM/DS
1074167	SNOW, LISA MITTAN		LP/AP
1676310	SNYDER, ANGELA RENEE		SSM/DS
2090848	SNYDER, CHRISTOPHER		SSM/DS
2321146	SNYDER, CLYDE		SSM/DS
1017846	SOLIS, ANGELA A.		SSM/DS
1318322	SOLIS, RICARDO		SSM/DS
860941	SORRELL, KEVIN L.		SSM/DS
1188177	SOTO, JUAN		SSM/DS
1249147	SOUSA, JESSICA		SSM/DS
1845442	SOUTHERN, LATASHA NICHOLE		LP/AP
1196980	SOWARDS, TONY W.		Smartphone Only
1378598	SOWELL, QUINTON ANTHONY		Smartphone Only
2105334	SPAIN, JASON		LP/AP
1415647	SPAIN, WILSON		SSM/DS
1826851	SPEAKS, DOROTHY		SSM/DS
718450	SPEAKS, TYRONE JAMES		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
18344	SPEAR, LARRY R.	Written Discovery	Smartphone Only
2402292	SPENCE, SHANE		SSM/DS
1419740	SPENCER, LOGAN R.		Smartphone Only
2194881	SPERRY, DAVID		SSM/DS
1695435	SPIEGEL, JOSHUA C.		SSM/DS
210706	SPINKS, TIFFANI T		SSM/DS
804287	SPINNER, ANTHONY		SSM/DS
1390141	SPOONHOWER, BRENT		SSM/DS
248186	SPORER, JOHN P.		Smartphone Only
1156301	SPOTTS, MICHAEL		SSM/DS
1975764	SPRAGUE, SANDRA		SSM/DS
88828	SPRINGS, FRANK L.		SSM/DS
1065772	SPURLOCK, BRYEANNA LEE		Smartphone Only
1996743	ST.AMOUR, NOAH		Smartphone Only
235489	STACEY, DAVID LEE		SSM/DS
2092709	STACKHOUSE, WILLIAM		SSM/DS
2286269	STAFFORD, APRIL		SSM/DS
2085296	STAFFORD, EDWARD		LP/AP
606976	STAFFORD, MISTY JEAN		SSM/DS
2406489	STAFFORD, WILLIAM		SSM/DS
870881	STALEY, DANIER MARIE		SSM/DS
1849385	STALEY, GEORGE	Written Discovery	SSM/DS
716461	STALLER, BRIAN S.		SSM/DS
1106224	STAMM, ALICE L.		Smartphone Only
1574925	STAMM, STEVEN C.		Smartphone Only
844346	STAMM, TRACY L.		SSM/DS
1438222	STAMPER, STEVEN RYAN		SSM/DS
728073	STANFORD, MAUREEN SUZETTE		SSM/DS
1223374	STANKUS, GEORGE A.		LP/AP
2361826	STANLEY, MICHAEL		SSM/DS
940167	STANTON, JOSEPH M.		SSM/DS
1761469	STARNES, THOMAS		Smartphone Only
1400136	STARNES, WILLIAM RANDALL		LP/AP
2480218	STEBBINS, TYLER		LP/AP
2065016	STEELE, SCOTT MICHAEL		Smartphone Only
1809679	STEGMAN, AMY RACHELLE		Smartphone Only
2401894	STEIGERWALD, MICHAEL		SSM/DS
1059388	STEIGHNER, DAVID R.		SSM/DS
2383940	STEINER, PHILIP		SSM/DS
1099669	STELLATO, JOHN FRANK		SSM/DS
2367376	STELMACH, ELAINE		SSM/DS
2550902	STEPHENS, AJ		SSM/DS
1423909	STEPHENS, LINDA GAIL		SSM/DS
715730	STEPHENS, ROSS A.		Smartphone Only
1728718	STEPHENS, SHAUN		Smartphone Only
63451	STEPHENS, VIRGINIA C.		SSM/DS
1343172	STEPHENSON, BRITTNEY K.		SSM/DS
1971886	STERLING, MATT		Smartphone Only
1472823	STERNIN, DENNIS MARK		Smartphone Only
2490442	STEVENS, BRIANA		SSM/DS
87959	STEVENS, JENNIFER A.		SSM/DS
1827916	STEVENS, MICHAEL		SSM/DS
1814184	STEVENS, RICHARD		Smartphone Only
4178	STEVENSON, MICHAEL T	Written Discovery	SSM/DS
1623796	STEWART, DAVID L		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
2136382	STEWART, REBECCA		SSM/DS
2484530	STILLSON, DAVE		SSM/DS
1645792	STINE, BAILEY		LP/AP
85490	STIRLING, JAMES		SSM/DS
1413228	STOLLE, MICHAEL		Smartphone Only
490672	STONE, BRANDI		Smartphone Only
2440144	STONE, COLIN		SSM/DS
2075323	STOTTLEMYRE, BRIAN		SSM/DS
1279028	STOVER, JOSHUA		Smartphone Only
1129350	STRATTON, CRYSTAL M.	Named Plaintiff	SSM/DS
251886	STRATTON, DEANA R.	Written Discovery	Smartphone Only
1594096	STRATTON, RAYMOND DOZIER		Smartphone Only
35175	STROUD, CHRISTINE TAYLOR		SSM/DS
8255	STUART, LORI ANN		Smartphone Only
1562797	STUHAN, GREGORY ADAM	Written Discovery	Smartphone Only
1309076	STUMPF, ALAN W.		SSM/DS
1161698	STURMAN, KENNETH A.		SSM/DS
1156150	STYER, LUANN M.		SSM/DS
1662898	SUAN, ALAN P		SSM/DS
897229	SUBAN, HAYDEN S.		Smartphone Only
1518039	SUMMERS, BREANA YVONNE		SSM/DS
1569117	SUMMERS, ROBERT		Smartphone Only
1062203	SUMNER, CHRISTOPHER PHILLIP		SSM/DS
700048	SUTHERIN, ANDREW C.		SSM/DS
1477089	SUTTER, DEREK SCOTT		Smartphone Only
2366953	SWAB, SCOTT THOMAS	Written Discovery	SSM/DS
2002844	SWICKARD, CERESSA		SSM/DS
2247074	SWIFT, NORMAN		SSM/DS
1586919	SZUKIS, JOHN		LP/AP
1171828	TABB, EUGENE A.		SSM/DS
1246705	TACONI, ROBERT		SSM/DS
936219	TANGREN, ELLEN J.	Written Discovery	Smartphone Only
772195	TARR, TRESA		SSM/DS
566644	TATMAN, MARY E.		SSM/DS
1204466	TATUM, RONALD L.		Smartphone Only
2366407	TAYLOR, AMY		LP/AP
671692	TAYLOR, ANTHONY MONTRELL		LP/AP
1405416	TAYLOR, BRUCE ALLAN		SSM/DS
2436872	TAYLOR, HAROLD		SSM/DS
1126691	TAYLOR, JAMES BENJAMIN		SSM/DS
941122	TAYLOR, JOSHUA		SSM/DS
2017644	TAYLOR, KIMBERLY	Written Discovery	SSM/DS
1824427	TAYLOR, MICHAEL		Smartphone Only
56955	TAYLOR, RONNIE H		Smartphone Only
1940297	TAYLOR, WADE		SSM/DS
1715625	TEETER, NEIL EDWARD		Smartphone Only
2384294	TEISZLER, JULIUS A		SSM/DS
1936218	TEMPERINO, ANTHONY		SSM/DS
2102307	TEMPLE, JESICA		Smartphone Only
2198256	TENNISON-WEINHEIMER, CHRISTEN		SSM/DS
1089875	TENO, JOELLE		Smartphone Only
968427	TERRELL, MADONNA L.		Smartphone Only
2068793	TETI, EVELYN MCARDLE		SSM/DS
1658763	THOMAS, ACKIM OMOWALE		SSM/DS
1470557	THOMAS, JASON E.		Smartphone Only

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1078246	THOMAS, JONATHAN		SSM/DS
2031679	THOMAS, LEMOYNE		Smartphone Only
1151135	THOMAS, RENARD O.		Smartphone Only
2141432	THOMAS, ROBERT		SSM/DS
751039	THOMAS, TONDRA EVON		Smartphone Only
1267615	THOMING, PAMELA JEAN		Smartphone Only
2213896	THOMPSON, ANDREW		SSM/DS
1490118	THOMPSON, ANDREW LEWIS	Written Discovery	SSM/DS
1362779	THOMPSON, CHIQKTIA SHANTA		Smartphone Only
2177451	THOMPSON, CLARA	Written Discovery	SSM/DS
2341573	THOMPSON, DAVID M		SSM/DS
217351	THOMPSON, JAMES		SSM/DS
1400340	THORNTON, MATTHEW A.	Written Discovery	Smartphone Only
1246591	THORNTON, TERESA PAULINE		SSM/DS
1174297	THORPE, GEORGE		Smartphone Only
2234169	TICKNOR, JOHN		SSM/DS
1869570	TIDD, LISA		SSM/DS
2230179	TIERCE, JUSTIN		SSM/DS
1762321	TILLAPAUGH, SARAH		LP/AP and SSM/DS
1869427	TILLMAN, LEWIS		LP/AP
2327299	TIMCHULA, PATRICK		SSM/DS
2010844	TINCHER, ROBBIE		SSM/DS
1486570	TIRADO, IRIS	Named Plaintiff	SSM/DS
206940	TITTLE, TIMOTHY		SSM/DS
1273750	TITUS, CHRISTOPHER		SSM/DS
1843485	TOBERY, GREGORY		SSM/DS
1067979	TOBIN, FARRAH B.		LP/AP
98895	TODAVICH, JOHN C.		SSM/DS
136687	TODD, WILLIAM B.		SSM/DS
2514968	TOLIVER, MARCUS		SSM/DS
1080569	TOOKES, SHAWNAE DENISE		Smartphone Only
63549	TORRES, SUSAN		SSM/DS
2169221	TORRES, VERONICA		SSM/DS
97437	TORRES, VICTOR I		Smartphone Only
1068664	TORREY, WILLIAM WESTLEY		SSM/DS
1264585	TOZIER, JUSTIN		SSM/DS
1407943	TRAINA, BRIAN JOSEPH		Smartphone Only
1611527	TRAN, LUAN H.		SSM/DS
86746	TRENKAMP, BRENDA		SSM/DS
1063375	TREVINO, ROBERT A.		SSM/DS
680234	TROMBLEY, DOUGLAS J.		Smartphone Only
1662806	TRUETT, DENNIS WAYNE		Smartphone Only
803965	TUCKER, CHRISTOPHER M.		Smartphone Only
1753187	TUNING, LUCAS		SSM/DS
1779946	TURANO, STEVEN PAUL		SSM/DS
1316655	TURECKIE, MICHAEL		Smartphone Only
717276	TURK, DAVID		SSM/DS
1801302	TURNBULL, MARK		Smartphone Only
1369418	TURNER, AUSTIN R.	Written Discovery	Smartphone Only
2115	TURNER, DONALD G.		SSM/DS
748696	TURNER, GABRE		SSM/DS
1757015	TURNER, TEONNE DIANE		SSM/DS
83278	TURNIPSEED, PAMULA S.		Smartphone Only
2205108	TYMA, STEPHANIE		SSM/DS
776695	TYREE, JANICE MARIE		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
1145483	TYSON, CHARITY DENISE		SSM/DS
231350	ULINE, JOHN		SSM/DS
2222455	UNDERWOOD, JARED J.		Smartphone Only
786220	UNGVARE, STEPHANIE		SSM/DS
798667	URBAS, DALE A.		Smartphone Only
1713353	URIZAR, BORIS YELISIN		SSM/DS
1534644	VALDEZ, ROBERTO		Smartphone Only
2367521	VALDEZ-RIOS, PATRICIA		SSM/DS
1379382	VALDIVIEZO, CHRISTOPHER JAMES		SSM/DS
1702079	VALENICA, RHIANNA		Smartphone Only
2375938	VALENTIN, DAVID		SSM/DS
647662	VALENTINE, EARL		SSM/DS
2156316	VALIENTE, OSCAR	Deponent	Smartphone Only
700503	VAN SISE, SCOTT		Smartphone Only
1204153	VANATTA, JAMES ROBERT		SSM/DS
92005	VANDER WALL, MITCHELL G.		SSM/DS
1561996	VANNOTE, WILLIAM H		SSM/DS
743374	VANVLACK, TAMMY S.		Smartphone Only
35592	VAQUERO, JUAN		Smartphone Only
2220646	VARELA, GERARDO		SSM/DS
1056159	VARGAS, TOBY J.		SSM/DS
645988	VASQUEZ, TINO L.		Smartphone Only
1018823	VEACH, MICHAEL DEAN		SSM/DS
2121738	VEIHL, MICHAEL		Smartphone Only
60499	VELEZ, EDGARDO		SSM/DS
876960	VENTRE, NATHANIEL J.		SSM/DS
1665749	VERBANIC, ROBERT G.		Smartphone Only
2134845	VEREEN, CHRISTOPHER	Deponent	SSM/DS
1359802	VIEGA, JUAN A.		LP/AP
1486955	VIEIRA, THOMAS J.		SSM/DS
2310438	VIGER, VERNE		SSM/DS
2134431	VINSON, CLAYTON		Smartphone Only
987125	VIVALO, MICHAEL J.		Smartphone Only
2380972	VIVAS, ROBERTO GONZALO		SSM/DS
1649975	VOUGHT, KEVIN		SSM/DS
1412894	VOWELL, ERIC WILLIAM		SSM/DS
1207092	WADE, JEFFREY T.		SSM/DS
1759701	WAGNER, WARREN		Smartphone Only
707946	WAKEFIELD, JOHN T.		SSM/DS
1984346	WALES, DAVID		LP/AP
1933796	WALKER, COURTNEY	Written Discovery	SSM/DS
2460320	WALKER, RAEVON		SSM/DS
7960	WALKER, RICHARD		SSM/DS
2089964	WALKER, STEPHANIE		SSM/DS
2213496	WALLER, BRIDGETT		SSM/DS
1723594	WALSH, JAMES		SSM/DS
573357	WALTER, MICHAEL R.		SSM/DS
820527	WALTERS, JONATHAN COREY		Smartphone Only
707694	WALTON, CHARLIE LEE		LP/AP
701354	WANCOUR, VERONICA A.		Smartphone Only
2216558	WARD, EARICK		Smartphone Only
1302067	WARD, EARNEST K.		Smartphone Only
1650893	WARD, JEFFERSON E.		Smartphone Only
760518	WARD, JONATHAN F.		Smartphone Only
1955078	WARD, JORDAN DENISE		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> <u>Paragraph 2.4(a)(ii)</u>	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> <u>Paragraph 2.4(a)(iii)</u>
1492855	WARDEN, BRIAN D.		SSM/DS
746039	WARNER, TRENTON J.	Written Discovery	SSM/DS
38589	WARREN, AMANDA	Written Discovery	SSM/DS
1484558	WARREN, ANDREE LAMAL		Smartphone Only
1608858	WARRICK, AARON JUDE		SSM/DS
2153026	WASHINGTON, ALEX		SSM/DS
2399476	WASHINGTON, DENITRIA	Deponent	SSM/DS
1155472	WASHINGTON, LEONARD		Smartphone Only
2142664	WASHINGTON, ROBERT		Smartphone Only
73702	WATERS, BRIAN K.		Smartphone Only
1535889	WATKINS, MICHAEL W.		SSM/DS
1318882	WATLEY, BARRY KEITH		SSM/DS
1862535	WATSON, COREEN		SSM/DS
736049	WATSON, DAVID G.		Smartphone Only
1156065	WATSON, DONNA M.		SSM/DS
1389380	WATSON, MATTHEW J.		Smartphone Only
1981266	WEATHERMAN, ANDREW PAUL		SSM/DS
1168975	WEATHERS, AMANDA		SSM/DS
951417	WEATHERS, KENNETH		SSM/DS
1211219	WEATHERS, KEVIN SCOTT		SSM/DS
2384798	WEATHERSBY, KELLY		SSM/DS
827003	WEBB, JASON E.		SSM/DS
1507872	WEBB, MATTHEW		LP/AP
1174025	WEBBER, MARKITA		SSM/DS
800336	WEBER, MERVIN LEE		Smartphone Only
670068	WEEKLEY, NICOLE L.	Named Plaintiff	SSM/DS
1353783	WEINER, PHILIP L.		Smartphone Only
208157	WELLS, ANNIE		Smartphone Only
1541837	WELLS, ROGER EARL		Smartphone Only
251328	WELTON-BOWIE, ELSA M		SSM/DS
749706	WENDLAND, RYAN JACOB	Written Discovery	SSM/DS
1411303	WERNER, GARY		SSM/DS
828895	WERTHMAN, WAYNE		SSM/DS
2169953	WEST, JUSTIN		SSM/DS
1770952	WEST, KYLE		SSM/DS
596512	WEST, REBECCA J		SSM/DS
1957443	WESTON, MICHELLE	Written Discovery	Smartphone Only
1584774	WETHERINGTON, BRITNEY LEIGH		SSM/DS
56083	WHALEY, CHRISTIAN		SSM/DS
223456	WHEAT, DAVID SCOTT		SSM/DS
1003349	WHEELER, ANN		Smartphone Only
1835130	WHITAKER, QUENTIN		LP/AP
1053539	WHITAKER, ROBERT L.		SSM/DS
155032	WHITE, CHRISTOPHER DAVID		SSM/DS
925924	WHITE, JESSICA S.	Written Discovery	SSM/DS
1266365	WHITE, TIFFANY CHARMINE		SSM/DS
1004782	WHITING, BRAD		SSM/DS
782691	WHITLOCK, KIMBERLY ANN		SSM/DS
2133262	WHITTAKER, DANTRELL		SSM/DS
1826610	WHITTLE, DAVID		LP/AP
1317339	WIELAND, CARL		LP/AP
1272274	WIENING, STEVEN A.		SSM/DS
1961358	WIGHT, ROBIN		LP/AP
1325969	WILBURN, KENNETH STEVE		SSM/DS
1524186	WILHELMI, JOHN W.		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
878762	WILKES, STEPHEN ANTHONY		SSM/DS
1017316	WILKINS, STEPHEN J.		SSM/DS
1329149	WILLEMAIN, SHAWN MICHAEL		SSM/DS
58715	WILLIAMS, BRUCE		SSM/DS
820148	WILLIAMS, JAREEH T.		SSM/DS
1784451	WILLIAMS, LEVITICUS		SSM/DS
2192774	WILLIAMS, MARIA		Smartphone Only
2107198	WILLIAMS, RICHARD		SSM/DS
2119184	WILLIAMS, ROBERT		Smartphone Only
1598133	WILLIAMS, ROBERT A.		SSM/DS
690720	WILLIAMS, TODD ISSAC		SSM/DS
1350552	WILLIAMS, VALENCIA M L		LP/AP
2001040	WILLIAMS, VICTOR		SSM/DS
1128382	WILLIAMS, WELDON DUSTIN		SSM/DS
1296890	WILLINGHAM, KERENSA		SSM/DS
1881211	WILLIS, MARC EMMITT		Smartphone Only
146959	WILLIS, TOMMY C.		SSM/DS
2103691	WILLISON, DOUGLAS	Written Discovery	Smartphone Only
63788	WILLOUGHBY, SHANE A.	Written Discovery	SSM/DS
809594	WILSON, BRIAN M.		SSM/DS
1152786	WILSON, HANK E.		Smartphone Only
203696	WILSON, LILLIAN		Smartphone Only
1844064	WILSON, LINNEA		Smartphone Only
219156	WILSON, MICKEY		SSM/DS
705044	WILSON, SHAWN J.	Written Discovery	LP/AP
956716	WILSON, SHERRI		SSM/DS
1115674	WILSON, THERESA		Smartphone Only
1407535	WILSON, THOMAS E.		LP/AP
1906476	WILSON, VALINDA		SSM/DS
2166326	WINMAN, JARRAD		Smartphone Only
1248176	WINSLOW, BROOKE		SSM/DS
109780	WISE, MARITZA		SSM/DS
2080105	WISOR, NIKITA	Deponent	Smartphone Only
1662160	WISSLER, JULIE L.		SSM/DS
2088687	WITHERS, JOSHUA S.		LP/AP
1444019	WITTIG, AARON MICHAEL		Smartphone Only
1410724	WITTWOOD, MEGAN M.		Smartphone Only
1889897	WOHNHAS, RYAN		SSM/DS
1767891	WOJNOWSKI, ROBERT		SSM/DS
1351001	WOKOSKE, PAULA S.		SSM/DS
160247	WOLBERT, TRACY		SSM/DS
2219428	WOLFE, SEAN	Written Discovery	SSM/DS
1079527	WOLFERSBERGER, ROBERT F.		SSM/DS
2192469	WOMACK, JOHN		SSM/DS
1830958	WOOD, MICHAEL E.		SSM/DS
165683	WOOD, ROBERT		Smartphone Only
63617	WOODARD, CHRISTOPHER		Smartphone Only
1726582	WOODHOUSE, ELEXUS		SSM/DS
2095010	WOODSON, GARY		Smartphone Only
2194560	WOOLEY, ROBERT	Written Discovery	Smartphone Only
844552	WOOLFORK, ADRIAN LAMONT		SSM/DS
103701	WOOLLEY, DAWN M.	Written Discovery	SSM/DS
945580	WOOTEN, MELANIE ANN		SSM/DS
1252462	WORKMAN, KATHLEEN		SSM/DS
1710466	WRIGHT, BRANDY		SSM/DS

<u>EMPLID</u>	<u>NAME</u>	<u>INCENTIVE AWARD</u> Paragraph 2.4(a)(ii)	<u>HOURLY MANAGER</u> <u>POSITION CATEGORY</u> Paragraph 2.4(a)(iii)
196622	WRIGHT, KRISTY LYNNE		SSM/DS
266079	WRIGHT, NOLAN		Smartphone Only
1770256	WRIGHT, REBECCA		LP/AP
11439	WRIGHT, ROGER E.	Written Discovery	SSM/DS
658738	WYANT, SHANNON NADINE		Smartphone Only
95637	YATES, ALVIN WESLEY		Smartphone Only
2134614	YEAGER, CARSON	Deponent	SSM/DS
1266314	YOST, ANN MARIE		Smartphone Only
1567533	YOUNG, CHARLES D.	Written Discovery	SSM/DS
1593236	YOUNG, GENIE C.		SSM/DS
2068994	YOUNG, HENRY		LP/AP
1134629	YOUNG, MICHAEL	Deponent	Smartphone Only
1626683	YUSKO, JOHN R.		Smartphone Only
842546	ZAFFINO, SAM		Smartphone Only
1626634	ZAMORA, VITO M.		Smartphone Only
1280876	ZAMPARDO, ANDREW J.		Smartphone Only
1616335	ZAVERL, CHRISTOPHER LEIGH		Smartphone Only
2286495	ZELLER, TY		LP/AP
974845	ZIER, JEFFREY ALAN	Deponent	SSM/DS
1412920	ZILA, KATIE A.		SSM/DS
1343449	ZIMMER, JAMES		SSM/DS
755166	ZIMMERMANN, MICHAEL		Smartphone Only
2092575	ZOLLARS, CASSIE		Smartphone Only
2082381	ZOLLARS, JASON		SSM/DS
73769	ZURBRUGG, TERESA L.	Written Discovery	Smartphone Only
2059637	ZURCHER, ERIN		Smartphone Only
2081896	ZWOLENSKI, BRENDAN		LP/AP

# **EXHIBIT B**

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

<b>Named Plaintiff:</b>	<b>&lt;&lt;INSERT NAME&gt;&gt; (“Plaintiff”)</b>
<b>Case:</b>	<b>&lt;&lt;Last Name in Caption&gt;&gt; v. Lowe’s Cos., No. &lt;WDNC State-Specific Case #&gt; (W.D.N.C.) (“Rule 23 Action”)</b>

### RECITALS

**WHEREAS**, the above-listed Plaintiff filed to become an Opt-In Plaintiff in the Fair Labor Standards Act (“FLSA”) collective action entitled *Danford v. Lowe’s Cos.*, No. 5:19-cv-00041 in the United States District Court of the Western District of North Carolina (the “*Danford* Litigation”); and

**WHEREAS**, the *Danford* Litigation was later consolidated with various actions raising similar claims under various state laws in Multidistrict Litigation No. 2947, *In re: Lowe’s Companies, Inc. Fair Labor Standards Act (FLSA) and Wage and Hour Litigation* (the “MDL Action”); and

**WHEREAS**, Plaintiff subsequently filed or joined the above-listed Rule 23 Action as a named plaintiff, and in the Rule 23 Action alleged state law claims on behalf of unnamed putative class members pursuant to Federal Rule of Civil Procedure 23 (the “Putative State Law Class Claims”) against Lowe’s Companies, Inc. and Lowe’s Home Centers, LLC (together, “Lowe’s”); and

**WHEREAS**, Plaintiff and other Opt-In Plaintiffs (collectively, the “Settling Plaintiffs”) have reached an agreement to compromise and settle their respective claims against Lowe’s; and

**WHEREAS**, the Settling Plaintiffs and Lowe’s (collectively, the “Settling MDL Litigants”) intend to execute an MDL Settlement Agreement; and

**WHEREAS**, under the MDL Settlement Agreement, Plaintiff’s receipt of compensation from Lowe’s pursuant to the MDL Settlement Agreement is conditioned upon (among other things) Plaintiff’s acceptance of this individual Settlement Agreement and General Release (the “Agreement”);

**NOW, THEREFORE**, in consideration of the mutual representations and agreements contained in this Agreement, and for other good consideration, the sufficiency of which is hereby acknowledged, and consistent with the MDL Settlement Agreement, Plaintiff and Lowe’s (the “Parties”) agree as follows:

## **AGREEMENT**

1. **Acknowledgement Of Settlement; No Admission Of Liability:** Plaintiff acknowledges and agrees that this Agreement is a compromise and settlement of disputed individual claims and that neither the execution nor the terms hereof may be construed as an admission of liability on Lowe's part with respect to any disputed matter, such liability being expressly denied.
2. **General Release:** By signing this Agreement, Plaintiff understands that he or she is agreeing to fully and forever discharge and release Lowe's and its affiliates, representatives, employees, officers, directors, shareholders, partners, joint venturers, parent companies, subsidiaries, heirs, agents, attorneys, predecessors, successors, assignees, insurers and reinsurers, and their respective successors and predecessors in interest, and anyone acting on any of their behalves (collectively, the "Lowe's Releasees") from any and all claims that Plaintiff may have against the Lowe's Releasees, whether known or unknown, including, but not limited to, all claims that were or could have been asserted in the *Danford* Litigation or the MDL Action. This includes, but is not limited to, any claims for wages (including, but not limited to, overtime, gap time, straight time, and the calculation of the regular rate of pay), bonuses, employment benefits (including claims under continuing employee benefit plans or claims under the Employee Retirement Income Security Act of 1974 (ERISA)), stock options, restricted stock units, any other stock purchase plans of Lowe's subsidiaries or affiliates, or damages of any kind whatsoever, arising out of any common law torts, any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any theory of discrimination or harassment in any form, any legal restriction on Lowe's right to terminate employees, or any federal, state, or other governmental statute, regulation or ordinance, including, without limitation, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act, the National Labor Relations Act, the Consumer Protection Act, Sections 1981 through 1988 of Title 42 of the United States Code, Executive Order 11246, the FLSA, the Immigration Reform Control Act, the Occupational Safety and Health Act, the Age Discrimination in Employment Act, or any other statutory or common law limitation or regulation of the employment relationship of federal, state, or other government law. For the avoidance of doubt, the released claims include any and all claims for and rights to economic damages, non-economic damages, restitution, penalties, liquidated damages, and attorneys' fees or costs.
3. **Dismissal:** The enforceability of this Agreement is expressly conditioned upon Plaintiff's agreement to dismiss (a) all of his or her individual claims (under the FLSA and state law) in the *Danford* Action and the Rule 23 Action *with prejudice*; and (b) the Putative State Law Class Claims *without prejudice*. Plaintiff agrees to such dismissals upon approval of the MDL Settlement Agreement by the Court.
4. **Consideration:** In consideration for the released claims and the other promises, acknowledgements, and agreements set forth herein, Plaintiff will receive a settlement payment that is calculated in accordance with the formulas set forth in the MDL Settlement Agreement (the "Individual Settlement Amount"). Additionally, Plaintiff will apply for an Incentive Award in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00). The Individual

Settlement Agreement and General Release  
(Named Plaintiffs)

Page 2

Settlement Amount (less any Incentive Award) shall be allocated and paid to Plaintiff as follows:

- a) One check for fifty percent (50%) (less applicable withholdings) as alleged unpaid wages, which will be reported to the IRS and applicable state authorities on a Form W-2; and
- b) One check for fifty percent (50%) as liquidated damages, penalties, and/or interest, which will be reported to the IRS and applicable state authorities on a Form 1099.

An Incentive Award, where issued, shall be reported on the Form 1099, and may be paid by separate check.

The Individual Settlement Amount represents Plaintiff's individual share of the full settlement amount paid by Lowe's under the MDL Settlement Agreement. Plaintiff acknowledges that Plaintiff is entitled to no additional compensation from Lowe's.

Pursuant to the MDL Settlement Agreement, Lowe's will remit the Individual Settlement Amount to a third-party Settlement Administrator, which will issue the above-described checks to Plaintiff subsequent to the approval of the MDL Settlement Agreement by the Court.

- 5. **Tax Liability:** Lowe's and Plaintiff's Counsel make no representations or warranties with regard to the tax consequences of the payments of the Individual Settlement Amount and Incentive Award. Plaintiff agrees and understands that if a government taxing authority determines that any federal, state, or local taxes on those payments or any penalties or assessments thereon are due, Plaintiff is solely responsible for payment.
- 6. **Fees And Costs:** Except as provided expressly herein and in the MDL Settlement Agreement, the Parties shall bear their own fees and costs (including, but not limited to, attorneys' fees) incurred in connection with the *Danford* Litigation and the MDL Action. Counsel for Plaintiff will seek approval from the Court for an award of fees and costs separate from and above the Individual Settlement Amount and Incentive Award in an amount consistent with the MDL Settlement Agreement and applicable orders of the Court.
- 7. **Matters Not Released:** The Parties agree and acknowledge that the above releases do not waive claims that: (i) may arise after Plaintiff signs this Agreement, including claims arising under the Age Discrimination in Employment Act; or (ii) cannot lawfully be released by private agreement.

**Nothing in this Agreement prevents Plaintiff from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the National Labor Relations Board ("NLRB"), or from exercising rights under Section 7 of the National Labor Relations Act ("NLRA"). In addition, nothing in this Agreement prevents Plaintiff from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the Occupational Health and Safety Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), or any other**

federal, state, or local agency charged with law enforcement. In addition, nothing in this Agreement is intended to or shall prevent, impede, or interfere with Plaintiff's non-waivable right, without prior notice to Lowe's, to provide information to the government or engage in any other future activity protected under whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency.

However, by signing this Agreement, Plaintiff is waiving any right to individual relief based on claims asserted in such a charge or complaint, except where such a waiver of individual relief is prohibited. Plaintiff hereby releases and forever waives any private right to sue, and any associated applicable remedies which may be issued by any federal, state, or local agency.

8. **Coordinated PAGA Cases:** Plaintiff expressly, voluntarily, and intentionally releases and waives any right that he or she may have to contest (and agrees not to contest) any settlement reached in the coordinated PAGA actions pending against Lowe's, titled the *Lowe's Wage and Hour Cases*, California Judicial Council Coordination Proceeding No. 5110 (collectively, the "Coordinated PAGA Cases"), including, but not limited to, purporting to object to any such settlement and/or filing any appeal relating to any such settlement. Nothing in this Paragraph shall preclude Plaintiff from accepting additional payment from Lowe's in the event that such payment is sent in connection with final resolution of the Coordinated PAGA Cases.
9. **Section 1542 Waiver:** Plaintiff expressly waives any and all rights under Section 1542 of the California Civil Code and any law of the United States or of any state or territory of the United States or of any other relevant jurisdiction, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code, which reads in full as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff acknowledges that he or she has separately bargained for the foregoing waiver of Section 1542.

The Parties intend that the provisions regarding the disputes released in this Agreement be construed as broadly as possible, and incorporate similar federal, state, or other laws, all of which are similarly waived.

Plaintiff understands that this waiver and release of claims shall be binding on him/her, as well as all of his/her attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns.

- 10. No Other Action:** Plaintiff represents that he or she has not filed or authorized the filing of any complaints, charges, or claims with any court or administrative agency against Lowe's or any of the Lowe's Releasees other than in the *Danford* Litigation and the MDL Action. Plaintiff further represents that, with the exception of the *Danford* Litigation and the MDL Action, Plaintiff has not filed any complaints, charges, or claims with any court or any administrative agency, in arbitration or otherwise, against Lowe's or any of the Lowe's Releasees on or prior to the date of the signing of this Agreement that have not already been dismissed, closed, withdrawn, or otherwise terminated, nor is Plaintiff aware of any facts or circumstances which would justify the filing of any such complaint, charge, or claim. To the extent any other complaints, charges, or claims of any kind have been filed by Plaintiff against Lowe's (including any of the Lowe's Releasees), Plaintiff further agrees to execute and file any document(s) required to dismiss with prejudice any other such complaints, charges, or claims. Plaintiff agrees that if any administrative agency, court, or other tribunal maintains or assumes jurisdiction of any charge, complaint, or claim against any of the Lowe's Releasees on his/her behalf, Plaintiff will promptly request that the agency, court, or other tribunal dismiss or withdraw from the matter and disclaim any right to recover any sums in connection with any such charge, complaint, or claim pursued on Plaintiff's behalf.
- 11. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflict of laws principles thereof.
- 12. Consent To Jurisdiction And Forum Selection:** The Parties acknowledge and agree that any action or proceeding arising in connection with this Agreement shall be adjudicated exclusively by the Court. The aforementioned choice of jurisdiction and venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation or arbitration between the Parties with respect to or arising out of this Agreement in any jurisdiction or venue other than that specified in this Paragraph.
- 13. Entire Agreement:** Together with the MDL Settlement Agreement, this Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, whether oral or in writing, express or implied, between or among the Parties. The Parties and each of them acknowledge that no other representations, inducements, promises, agreements, or warranties have been made to them or by them, or by anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance upon any such representation, inducement, promise, agreement, or warranty, and that no representation, inducement, promise, agreement, or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement, shall be valid or binding unless executed in writing by each of the Parties to this Agreement. The enforceability of this Agreement is dependent upon the execution of the MDL Settlement Agreement and satisfaction of the preconditions therein for payments to be issued to the Settling Plaintiffs.
- 14. Agreement To Be Construed Fairly:** This Agreement is to be construed fairly and not in favor of or against any Party, regardless of who drafted or participated in the drafting of its

terms. Any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

15. **No Assignment:** Each of the Parties to the Agreement represents and warrants that there has been no assignment or other transfer of any interest in the claims which he, she, or it has or may have that are being released herein, and each Party owns all claims, demands, and causes of action which it releases by this Agreement, which release is free and clear from all liens, claims, and encumbrances. Each Party shall hold harmless the other from any liability, claims, demands, damages, costs, expenses, and reasonable outside attorneys' fees incurred by the defending Party as a result of any such assignment or transfer contrary to the foregoing representation.
16. **Authority To Enter Into Agreement:** Each of the Parties represents and warrants that any person executing this Agreement on his or her or its behalf has the full right and authority to enter into this Agreement on behalf of said Party, and has the full right and authority to execute this Agreement and to fully bind that Party to the terms and obligations of this Agreement. Each of the persons signing this Agreement on behalf of the Parties hereto makes the same warranties referred to herein.
17. **Consultation With Counsel:** Plaintiff represents and agrees that Lowe's encouraged him or her to consult with an attorney regarding this Agreement. Plaintiff further represents and agrees that he or she has been given a reasonable time in which to consider this Agreement, that he or she carefully read and fully understands all of the provisions of this Agreement, and that he or she is voluntarily entering into this Agreement.
18. **Successors And Assigns:** The terms of this Agreement shall be binding upon the Parties and their agents, attorneys, employees, successors, assigns, and insurers.
19. **Headings:** The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement or any provision of it.
20. **Severability:** If any word, clause, phrase, sentence, or paragraph of this Agreement is declared void or unenforceable, such portion shall be considered independent of, and severable from, the remainder, the validity of which shall remain unaffected.
21. **Electronic Signatures:** Facsimile and electronic signatures shall be deemed original signatures for all purposes.
22. **[DEFAULT TEXT] Deadline To Execute; Effective Date:** Unless extended by Lowe's, Plaintiff may execute this Agreement at any time within twenty-one (21) days of receiving it. Once executed, the Agreement is effective, subject to the approval of the Court.

**[ALTERNATIVE VERSION FOR THOSE WITH LOWE'S EMPLOYMENT AFTER AGE 40]**  
**Deadline To Execute; Review And Revocation; Effective Date:** Plaintiff understands that he or she may execute this Agreement at any time within twenty-one (21) days of receiving it (unless extended by Lowe's). However, Plaintiff may, in Plaintiff's discretion, sign this Agreement before

the expiration of that twenty-one (21) day period. Plaintiff further understands that he or she is waiving rights or claims which may be waived by law in exchange for consideration that is not otherwise due to him/her, including claims and rights under the Age Discrimination in Employment Act, and as otherwise described in this Agreement. Plaintiff further understands that Plaintiff may revoke the waiver and release of claims in this Agreement in writing within seven (7) days of signing this Agreement, in which case he or she will not receive the amounts or benefits provided for under this Agreement and the Agreement will not go into effect. Any revocation must be sent in writing via email and received by both (a) the Settlement Administrator (info@rustconsulting.com) and (b) counsel for Lowe's (msenger@gibsondunn.com) before close of business on the seventh (7th) day after this Agreement is signed by Plaintiff. The Agreement becomes effective upon passage of that deadline without receipt of a valid revocation, subject to the approval of the Court.

**For Lowe's:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**Plaintiff:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name